

# Spicewood at Balcones Village Subdivision, Section 9

Deed Records, Volume 7434, Pages 0320 – 0324

## RESTRICTIVE COVENANTS

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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That the undersigned (“Declarant”), owner of all of the lots in SPICEWOOD AT BALCONES VILLAGE, SECTION IX, a subdivision in Travis County, Texas, as shown by plat thereof recorded in Book 80, Pages 3 and 4 of the Plat Records of Travis County, Texas (hereinafter sometimes referred to as the “Subdivision”), does hereby impress all of the property included in the Subdivision with the following restrictions, covenants, conditions and uses:

1. DESIGNATION OF USE. All lots shall be used for single family residential purposes with not more than one residence on any lot, except as otherwise provided herein. 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. Within these easements, no structures, trees, vines, plants or any other thing shall be placed or permitted to remain which may interfere with the purposes for which the easement is intended, and the easement area of each lot shall be maintained continuously by the owner of each lot, except for the improvements for which a public utility or public authority is responsible.
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 without the prior written consent of the Architectural Control Committee, nor shall any structure of any temporary character be used at any time as a residence thereon. This provision shall not apply to vehicles, equipment, or temporary structures utilized by Declarant, its transferees or assigns when engaged in construction or repair work as may be reasonably necessary for development of the Subdivision into a residential community.

4. SIZE AND CONSTRUCTION OF DWELLINGS, GARAGES, AND GUEST HOUSES. All dwellings shall be recognized standard construction with exterior first floor walls of at least seventy-five (75%) percent by area composed of stone or masonry. In computing such percentage all gables, window and door openings shall be excluded from the total area of exterior walls.

The residence, if one-story, erected on any lot shall cover not less than eighteen hundred (1800) square feet of slab or foundation area. If the residence contains one and one-half stories, the slab or foundation area shall contain not less than fourteen hundred (1400) square feet and if two full stories, the slab or foundation area shall contain not less than twelve hundred (1200) square feet. Notwithstanding anything herein to the contrary no residence shall have less than sixteen hundred (1600) square feet of livable area exclusive of garages 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 are attached to the main residence by common wall or by a covered passageway, and the outer walls of such structure shall 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 lot and the main dwelling is substantially completed prior to erection of such structures, and provided further that such building complies with all other restrictions, covenants, conditions and uses contained herein.

5. MINIMUM LOT SIZE. No structure shall be erected or placed on any lot which lot has an average width of less than eighty (80) feet, nor shall any lot be resubdivided into lots 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 "lot" 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 lot as now subdivided and delineated on the plat of the Subdivision shall be considered to be a lot.
6. SET-BACK, FRONT LINE AND REAR LINE. No structure shall be located or erected on any lot nearer to the front lot line than as indicated by the "building line" shown on the recorded plat of the Subdivision, nor nearer than five (5) feet to any side lot line, except that the total combined set-back from both sides shall in no event be less than fifteen (15) feet nor nearer than ten (10) feet to the rear lot line, unless first approved in writing by the Architectural Control 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 lot, nor shall any fence, wall

or hedge be maintained forward of the front wall line of the main residence except retaining walls of not over six (6) inches above lot grade.

Ornamental structures, fences and walls are permitted subject to approval in writing of the Architectural Control Committee for the Subdivision.

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.

No signs or other type of advertisement shall be permitted on any lot, except one sign indicating a lot is for sale shall be permitted facing the front of any lot, and one such sign facing the rear.

8. TRUCKS, BUSES, BOATS AND TRAILERS. No truck larger than  $\frac{3}{4}$  ton, bus, boat or trailer shall be parked in the street in front of any lot except for construction and repair while a residence or residences are being built or repaired in the immediate vicinity, and no truck larger than  $\frac{3}{4}$  ton, bus, boat or trailer shall be parked on the driveway or any portion of the lot, forward of the front building line of the lot.
  
9. ARCHITECTURAL CONTROL. For the purpose of insuring the development of the Subdivision as a residential area of high standards of workmanship, materials and harmony of design, an Architectural Control Committee composed of James H. McCullick, David Drane is hereby appointed. The members of such committee may appoint additional members, may designate their successor, may appoint persons to fill vacancies or may designate an agent to act for such committee. No dwelling, wall, fence or other structure shall be placed upon any lot until the plan therefor and the plat plan have been approved in writing by the Declarant or the Architectural Control Committee, or by an appointee of the Architectural Control Committee. Refusal or approval of the plans and specifications by the Architectural Control Committee may be based on any grounds, including purely aesthetic reasons, in the sole discretion of the Architectural Control Committee. All plans and specifications submitted to the Architectural Control Committee shall become the property of such Committee. No alterations in the exterior appearance of any dwelling or structure shall be made without like approval by the Architectural Control Committee. No dwelling or other structure shall remain unfinished for more than one (1) year after the same has been commenced. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, such plans shall be deemed to have been approved. When, in the opinion of the Architectural Control Committee, a waiver or modification of any of the restrictive covenants would not impair or detract from the high quality of the

Subdivision, it may, by written instrument recorded in the Deed Records of Travis County, Texas, waive or modify any such restriction.

10. 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.
11. CLEANLINESS. No trash, ashes or any other refuse may be thrown or dumped on any vacant lot, park or drainage area in the Subdivision, and no inoperable automobiles, appliances, discarded furniture, or similar types of articles shall be stored or kept on any lot unless such articles are enclosed and shielded from the public view by an adequate fence.
12. OIL, GAS, MINERAL, MINING AND EXCAVATION OPERATIONS. No oil, gas, mineral, mining or excavation operations of any kind or character shall be permitted upon any lot or area of the Subdivision.
13. SEWAGE. No dwelling in the Subdivision shall be serviced other than by a public or private sanitary system, and no dwelling shall be serviced by a septic tank, and in the event that the lots are serviced by a Municipal Utility District, each owner, upon acceptance of title to a lot covenants and agrees to pay all reasonable and necessary charges of such utility district and to perform all of the other obligations of a property owner within such district.
14. SIDEWALKS. Prior to the occupancy of any residence on any lot in the subdivision, the owner of any such lot, at his expense, covenants and agrees to construct any sidewalks or other walkways which may be required by any applicable governmental authorities.
15. 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 title to property in the Subdivision, whether by descent, devise, purchase or otherwise, and every person, by the acceptance of title to any lot in the Subdivision, shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding until January 1, 2001. On and after January 1, 2001, 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 the owners of three-fourths (3/4ths) of the then owners of lots in the Subdivision.
16. ENFORCEMENT. 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 the Subdivision to prosecute proceedings in law or in equity against the person or persons violating or attempting such violation to prevent such person 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 endorsement of any such covenants, conditions, restrictions and uses.

17. SEVERABILITY. 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.
18. WAIVER. Notwithstanding anything herein to the contrary, the Architectural Control Committee by unanimous vote may waive any provision hereof except the covenant contained in paragraph 1. hereof that all lots shall be used for residential purposes.

EXECUTED this the 22nd day of May, 1981.

SPICEWOOD DEVELOPMENT CORPORATION

By David C. Drane, Vice President

NOTARY ACKNOWLEDGMENT