

## Spicewood at Balcones Village Subdivision, Section 5

Deed Records, Volume 4731, Pages 0088 - 0090

THE STATE OF TEXAS |

COUNTY OF TRAVIS |

That SPICEWOOD DEVELOPMENT CORPORATION, a Texas Corporation, organized and existing under the laws of the State of Texas, acting by and through its president, William B. Cotton, and having its home offices in Austin, Travis County, Texas, as subdivider, owner and holder of that certain tract of land that has been subdivided into a subdivision adjoining the City of Austin, Travis County, Texas, known as SPICEWOOD AT BALCONES VILLAGE, SECTION V, according to the map or plat of record in Book 65, Page 74, Plat Records of Travis County, Texas, does hereby provide and declare that the following restrictions apply to said lots:

1. Lots Five (5) through Nine (9) in Block "F", both inclusive; and Lots Fourteen (14) through Seventeen (17) in Block "C", both inclusive, shall be used for single family residential purposes only, 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 storage tanks containing inflammable fluids or gasses be maintained above the surface of the ground. All single family residences shall be of recognized standard construction with outer walls of at least 75% by area composed of masonry, and all dwellings of one story erected on any plot shall cover not less than 1,600 sq. ft. of floor area.
2. Tract or Lot designated Twelve (12), being 6.02 acres, more or less, may be used for the construction of not to exceed 42 townhouses or condominiums, for single family occupancy, as hereafter to be resubdivided under a Planned Unit Development plans and specifications to be approved by the architectural committee of the subdivision. The square footage of such units shall be not less than 1,200 sq. ft. of air conditioned and heated living space, but the average of all such units shall not be less than 1,400 sq. ft. of such living space. Such structures shall be not less than 50% of the exterior walls by area composed of masonry. Such replatting is to be at the expense of owner.
3. Lots Ten (10) and Eleven (11) in Block "F" may be used by the Planned Unit Development for residential parking, recreational or other ancillary use in connection with the use of Lot Twelve (12), but if not so integrated into the plan of Lot Twelve (12), shall be restricted to single family residential purposes as set out in Paragraph One (1) supra.

4. Tract designated "DA" is reserved for school purposes, or such other purposes as subdivider may elect.
5. Easements are reserved as indicated on the recorded plat for utility installation and maintenance.
6. 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.
7. Save and except for the uses in Paragraph Two (2) supra, 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 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 purposes 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.
8. 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 wire type fence of any kind shall be installed on any of the said lots. 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.
9. For the purposes 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 W. B. Cotton, Richard N. Lane and J. E. Hayes, reserves the right to regulate and control the dwelling 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.

10. 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. No trash, ashes or any other refuse may be thrown or dumped on any vacant lot, park or drainage area in said subdivision.
12. 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.
13. 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 SPICEWOOD AT BALCONES VILLAGE, SECTION V, 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, 1988. On and after January 1, 1988, 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 SPICEWOOD AT BALCONES VILLAGE, SECTION V, each lot or plot to consist of one (1) vote.
14. 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 SPICEWOOD AT BALCONES VILLAGE, SECTION V, 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.
15. It is further specifically provided that, in order to prevent undue hardship upon any owner or owners of any individual lot or lots in said subdivision, variance from the restrictions above set out as to size of the structure, as to

percentage of masonry construction, and as to minor changes in location of the structure upon the respective lot or lots, may be granted by a majority of the architectural committee above designated, said approval of variances to be by an instrument in writing to be duly acknowledged and to be recorded in the Deed Records of Travis County, Texas, if and when such approval of variances shall ever be granted.

16. 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 4th day of September, 1973.

SPICEWOOD DEVELOPMENT CORPORATION

By W. B. Cotton, President

NOTARY ACKNOWLEDGMENT