

## Balcones Village Subdivision, Section 3, Phases A, B and C

Deed Records, Volume 3618, Pages 535 - 540

THE STATE OF TEXAS |

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS |

That, Fairway Estates, Inc., owner of all of the lots in BALCONES VILLAGE, Section III, Phases A, B and C, a subdivision in Travis County, Texas, as shown by plat thereof recorded in Book 45, Pages 26 - 28 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 plots as shown on the plat 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 outbuildings 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 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 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 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 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 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 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 Alfred Lehtonen, 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 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 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 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.

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 purpose.
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 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.
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 III, PHASES A, B, and C, 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, 1989. On and after January 1, 1989, 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 plots in BALCONES VILLAGE, SECTION III, PHASES A, B and C, 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 III, PHASES A, B and C, 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 other which shall remain in full force and effect.

EXECUTED this the 28<sup>th</sup> day of January, 1969.

FAIRWAY ESTATES, INC.

By William B. Cotton, President

ATTEST:

Alfred Lehtonen, Secretary

NOTARY ACKNOWLEDGMENT