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THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS:

This declaration of restrictions made this 12<sup>th</sup> day of August, 1983, by W. D. MCGRAW, SR. D/B/A DESSAU LAND CO.

I.

DESSAU ESTATES

SECTION 5 RESTRICTIONS

PROPERTY SUBJECT TO THE DECLARATION

The property which is and shall be held, transferred, sold, and conveyed, subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described as follows:

That Dessau Land Company, owner of that certain 146.19 acre tract of land out of and a part of the Samuel Cushing Survey and the Alexander Walters Survey, both situated in Travis County, Texas, conveyed to it by Deed of Record in Volume ~~83~~ <sup>1458</sup> Page ~~1458~~ <sup>2100</sup> of the Travis County, Texas, Deed Records, does hereby subdivide ~~146.19~~ <sup>16.57</sup> acres of said 146.19 acre tract, out of said Alexander Walters Survey, in accordance with the attached plat to be known as "Dessau Estates Section 5", and do hereby dedicate to the public use the streets and easements as shown hereon.

II.

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES

The property described in Section ~~5~~ <sup>with</sup> hereof is encumbered by the covenants, conditions, restrictions, reservations, and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvement of each lot for residential purposes within said subdivisions; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free space; and in general to provide for

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development of the highest quality to enhance the value of investments made by owners.

A. Only one single family residence or one manufactured, mobile, modular home shall be allowed on any one lot. Residences containing a minimum of 900 square feet exclusive of garage or carport may be built on any lot. No old house is to be allowed to be moved onto any lot in this subdivision.

B. No lot may be subdivided unless written approval is given by the Dessau Land Company or its assignees.

C. Only new manufactured, mobile, modular homes may be installed on any lot in Section 5. No manufactured, mobile, modular home smaller than 14' x 70' or doublewide of 24' x 48' may be installed on any such lot. Any manufactured, mobile, modular home <sup>than</sup> installed on any such lot must have a factory built ~~in~~ <sup>OR ATTRACTIVE</sup> brick skirt installed around the bottom of the mobile home within ninety (90) days after said manufactured home is placed on such lot. All manufactured, mobile, modular homes must be factory built. If manufactured, mobile, modular home is financed with lot, set up and completion of all requirements set forth by financing institution must be approved.

D. No manufactured, mobile, modular home or residence shall be closer than 20' to the front property line or closer than 5' to either side line, <sup>UNLESS APPROVED BY DEVELOPER</sup> ~~nor~~ <sup>than</sup> closer than 10' to any corner property line of any residential lot in the subdivision described in Section <sup>than</sup> ~~5~~ hereof.

E. Any residence constructed on any lot in the subdivision described in Section <sup>than</sup> ~~5~~ hereof, or any manufactured, mobile, modular home moved onto any such lot, shall have a three piece bathroom minimum or may have a lavatory, commode and shower stall with approved septic tank and drain field. The kitchen shall have a minimum of one kitchen sink. No outside toilet is permitted. All plumbing is to be installed in keeping with good plumbing practices.

F. Installation of septic tank soil absorption sewage disposal systems shall be in accordance with the minimum recom-

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mendations of the Division of Sanitary Engineering, Travis County and City of Austin Department of Health, and inspected by a duly authorized agent of Dessau Land Company.

G. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other wastes shall not be permitted except in sanitary containers. These shall be such as to prevent stray animals from scattering trash and garbage on premises. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage or other trash is allowed to be burned or stored on lot. No junk or wrecking yards shall be located on any lot in any of the subdivision described in Section <sup>WAV</sup> 5 hereof. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot; except dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. All pets must be fenced in or on a leash. It is agreed by the undersigned that they will keep the lots within the subdivision described in Section <sup>WAV</sup> 5 hereof in a clean and orderly manner at all times and if this is not done and a complaint is filed, Dessau Land Company has the right to go in and clean an offending lot, or to hire someone to clean the lot with the cost to be charged against the owner of such lot.

H. No cars may be stored on any lot in any of the subdivision described in Section <sup>WAV</sup> 5 hereof. No car shall be allowed on any such lot that is not in running condition. Any car not in running condition must be repaired within forth-eight (48) hours or be removed from such subdivision at owner's expense. No on-street parking is permitted for personal use. A driveway must be completed within thirty (30) days after lot is occupied and used for personal cars. Driveway may be constructed of gravel base material, asphalt or concrete.

I. No fence of barbed wire may be erected. All fencing shall be chain link, wood or other types that may be approved by Dessau Land Company.

J. No sign of any kind shall be displayed to the public view on any lot or other land mentioned herein except that one professional sign of not more than 2 square feet, or one sign of not more than 5 square feet advertising the property for sale, or rent, or signs used by a contractor or other builder to advertise the property during the construction and sales period may be displayed on said lot or other land mentioned herein, except commercial lots.

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K. Any detached building or addition to first residence must be of equal construction and architectural design as permanent building or manufactured, mobile, modular home. Landscaping shall be in good taste and is encouraged for beautification.

L. Dessau Land Company expressly reserves the right until January 1, 2000, to vary the use of any property notwithstanding the above restrictions, should Dessau Land Company in its sole judgment deem it in the best interest of the subdivision to grant such variance so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variance by Dessau Land Company shall be specifically stated in both the contract of sale and in the deed conveying said lot or lots.

M. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot in any subdivision described in Section <sup>two</sup> 5 hereof.

N. Public utility easements are reserved as shown on the recorded plat. <sup>AND AS REQUESTED BY UTILITY COMPANIES FROM</sup> These easements are reserved for installation and maintenance of public utilities and public drainage facilities, and they are also reserved in each block as needed for adequate surface drainage of the other lots within the block. Easements five (5) feet in width are also reserved on each side of all side lot lines as needed for adequate surface drainage of the other lots within the block. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements

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or which may obstruct or retard the flow of water through the drainage channels or swales in the easements. The easement area of each lot and all improvements in it shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

O. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

III.

TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of the lots encumbered by this declaration, it is agreed to change this declaration in whole or in part.

IV.

ENFORCEMENT

If the owner of any lot, or their heirs, executors, administrators, successors, assigns, or tenants shall violate or attempt to violate any of the covenants set forth in this declaration, it shall be lawful for any person or persons owning any lot encumbered by this declaration to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant. The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the owners of lots in the aforementioned subdivisions, thus the breach of any provision of this declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

V.

SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations, or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

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VI.

NUMBER AND GENDER

The singular shall be treated as the plural and vice versa if such treatment is necessary to interpret this declaration. Likewise, if either of the feminine, masculine or neuter gender should be any of the other genders, it shall be so treated.

EXECUTED this the 12<sup>th</sup> day of August, 1983.

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared W. D. McGraw, Sr., who by me being duly sworn, on oath says: My name is W. D. McGraw, Sr., and I am owner of Dessau Land Company and developer of Dessau Estates.

*W.D. McGraw, Sr.*  
W. D. MCGRAW, SR.  
dba Dessau Land Co.

SUBSCRIBED AND SWORN TO BEFORE ME, by the said W. D. McGraw, Sr., this the 12 day of Aug, 1983, to certify which witness and seal of office.

*Faith Keeley*  
NOTARY PUBLIC in and for  
Travis County, T E X A S

NOTARY SEAL

3-31-9605

TRAVIS COUNTY, TEXAS  
COUNTY CLERK

*Doris Spangolone*

AUG 15 10 57 AM '83

FILED

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*W. D. McCreary, Sr.  
1623 Burton Ave.  
Austin, Texas 78758*

INDEXED

*RETURN TO*

NOTATION MADE

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Travis County, Texas, as stamp hereon by me, on

AUG 15 1983



*Doris Spangolone*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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