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THE STATE OF TEXAS [] Aug-20-71 RCCHB 4648 3.50 1-01-4510

COUNTY OF TRAVIS [] KNOW ALL MEN BY THESE PRESENTS:

That AUSTEX DEVELOPMENT COMPANY, LTD*, being the sole owner of all lots in Cherry Creek, Phase IV, Section Two, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in the Plat Book 69 , Page 11 , Plat Records of Travis County, Texas, hereby imposes the following covenants, conditions, and restrictions upon all of said property:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars.

2. ARCHITECTURAL CONTROL. No building shall be erected or placed on any lot in said subdivision nor shall any existing structure be altered, until the building plans and specifications and a plot plan have been submitted to and approved in writing by Austex Development Company, Ltd., or its successors. If said building plans and specifications and said plot plan be not approved or disapproved within thirty days following the date on which the same are submitted for approval, or if no injunction suit shall have been commenced prior to the completion of the work, then proper approval of the building plans and specifications and of the plot plan shall be conclusively presumed to have been had and obtained.

3. DWELLING COST, QUALITY AND SIZE. The total floor area of any single family structure or dwelling, exclusive of one-story open porches and garages or carports, built on any lot in said subdivision shall contain not less than 1000 square feet and shall cost not less than $11,000.00 based upon cost levels prevailing on the date these covenants are recorded. It is the intention and purpose of this covenant to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost herein for the minimum permitted dwelling size.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet minimum, 35 feet maximum, to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessary building located 50 feet or more from the minimum building set back lines. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 5750 square feet, except that dwellings may be erected or placed on lots as shown on the recorded plat of said subdivision.

6. EASEMENTS. Public utility easements are reserved as shown on the recorded plat and over the rear seven and one half feet of each lot. 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 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 flowin the drainage channels or swales in the easements or which

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DEEDS RECORDS
Travis County, Texas

may obstruct or retard the flow of water through the drainage channels or swales in the easements. The easement area in 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.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No vehicle or motor repair work other than minor emergency repair shall be conducted on any lot or in the street or streets adjoining any lot. No "A" Frame, hoist or other device for lifting vehicle or parts thereof, and no disable vehicle shall be stored or parked in the open on any lot or on any street adjoining any lot.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be placed or used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS. No sign of any kind shall be displayed to the public view on any single family residential lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, crude oil tanks, tunnels, mining excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

11. COMMERCIAL USE. No part of any of said property shall ever be used for a business or commercial purpose or for carrying on any trade or profession, except that Austex Development Company, Ltd., its successors, or agents may erect and maintain sales offices and exhibit houses in said subdivision.

12. RESUBDIVISION. No corner lot may be resubdivided or used so as to permit an additional dwelling to face on a side street.

13. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

14. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a drive-way or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

16. FENCES, WALLS AND HEDGES. No fence, wall, or hedge shall be built or maintained forward of the front wall line of any house erected on any lot, except for trellisses, and decorative fences included in the architectural design of the house and these shall be no more than 15 feet from the front house wall line.

17. EXISTING DWELLINGS. No existing dwellings shall be moved onto any lot in this subdivision.

I-01-4512

18. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots in said subdivision has been recorded, agreeing to change said covenants, conditions and restrictions, in whole or in part.

19. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

20. SEVERABILITY. Invalidation of any one of these covenants by judgment or a court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS its hand this 8TH day of AUGUST , 1974.

AUSTEX DEVELOPMENT COMPANY, LTD.

Nash Phillips, Attorney-in-Fact

THE STATE OF TEXAS ()

COUNTY OF TRAVIS ()

BEFORE ME, the undersigned authority, on this day personally appeared Nash Phillips, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and conditions therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8TH day of AUGUST , 1974.

NOTARY SEAL

Don K. Burgess

Notary Public in and for Travis County, Texas

DON K. BURGESS
MY COMMISSION EXPIRES
JUNE 1, 1975

(Notary Seal)

STATE OF TEXAS COUNTY OF TRAVIS

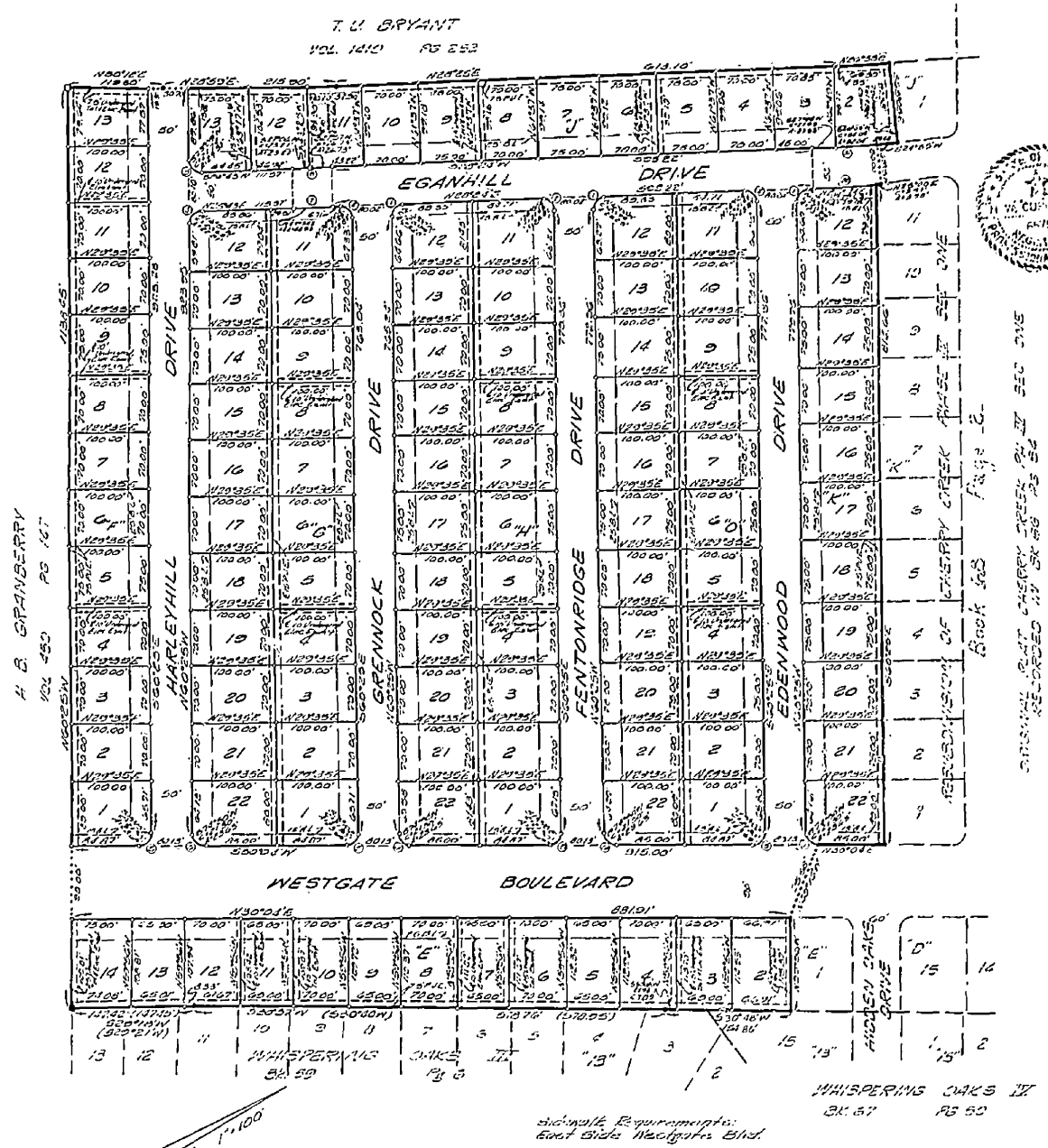
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

AUG 20 1974

Doris A. Rogodine
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
AUG 20 1 35 PM '74
Doris A. Rogodine
COUNTY CLERK
TRAVIS COUNTY, TEXAS
By Marjorie Bell Deputy

5000 2027



CHERRY CREEK
PHASE IV SECTION TWO

115 Lots
Drawn by: Carol Austin
Job No 73-338.C
F.B: AU 744

Subdivision Requirements:
East Side Westgate Blvd.

115 Lots

LEGEND
- o Iron Pin Set
- • Iron Pin Found
- □ Conc. Mon Set
- ■ Conc. Mon Found
- BL Building Line
- PUE Public Utility Easmt.

THE STATE OF TEXAS:
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS. That Austex Development Co., Ltd., a partnership, acting through Nash Phillips, Attorney-In-Fact, owner of that certain tract of land containing 6.647 acres out of and a part of the Theo. Bissel League in the City of Austin, Travis County, Texas, conveyed by deeds of record in Volume 3787, Page 2285 of the Deed Records of Travis County, Texas, as originally conveyed by deed recorded in Volume 4018, Page 1717 of the Deed Records of Travis County, Texas, does hereby subdivide the aforesaid tract to be known as CHERRY CREEK PHASE IV, SECTION TWO and does hereby dedicate to the public all streets and easements as shown hereon.

WITNESS MY HAND this the 7th day of January, 1974, A.D.

AUSTEX DEVELOPMENT COMPANY, LTD.

Nash Phillips, Attorney-In-Fact

THE STATE OF TEXAS:
COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, a notary public in and for Travis County, Texas, on this day personally appeared Nash Phillips, known to me to be the person whose name is subscribed to the foregoing instrument of writing and he acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity herein stated.

WITNESS MY HAND AND SEAL OF OFFICE, this the 7th day of January, 1974, A.D.

Don K Burgess
Notary Public in and for Travis County, Texas

APPROVED FOR ACCEPTANCE.

April 16, 1974
Date

Richard R. Lillie, Director of Planning

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS this the 25 day of April, 1974, A.D.

Jean Allen Mather
Secretary

Chairman

FILED FOR RECORD at 9 o'clock A.M., this the 30 day of APRIL, 1974, A.D.

Lorene Smith
Deputy

Doris Shropshire, Clerk, County Court, Travis County, Texas

THE STATE OF TEXAS:
COUNTY OF TRAVIS :

I, Doris Shropshire, Clerk of the County Court within and for the County and State aforesaid do hereby certify that the foregoing instrument of writing with its Certificate of Authentication was filed for record in my office on the 30 day of April, 1974, A.D., at 9 o'clock A.M., and duly recorded on the 30 day of April, 1974, A.D. at 9 o'clock A.M., in the Plat Records of said County and State in Plat Book 69, Page 11.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY the date last written above.

Deputy

Doris Shropshire, Clerk, County Court, Travis County, Texas

THIS IS TO CERTIFY THAT AUSTIN CITY CODE CHAPTER 13.27 OF 1954 HAS BEEN COMPLIED WITH.

Surveyed by:
BRYANT-CURINGTON, INC.

H. W. CURINGTON 6575 REGISTERED PROFESSIONAL ENGR. STATE OF TEXAS

Registered Professional Engineer

12/5/73

CURVE DATA

	1	2	3	4	5
I	89°42'	91°11'	93°52'	87°28'	90°29'
R	15.00'	15.00'	15.00'	15.00'	15.00'
T	14.63'	15.31'	15.77'	14.27'	15.13'
A	23.25'	23.87'	24.31'	22.81'	23.50'
C	20.99'	21.39'	21.71'	20.66'	21.30'

	6	7	8	31	32
I	89°31'	1°31'	7°41'	5°23'	5°23'
R	15.19'	165.73'	1101.73'	1915.49'	1965.49'
T	15.00'	2.25'	25.00'	40.00'	41.52'
A	23.65'	4.53'	50.00'	79.98'	82.02'
C	21.30'	4.53'	50.00'	79.96'	82.00'