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RESTRICTIONS

THE STATE OF TEXAS) (

COUNTY OF TRAVIS) (

28-5167

Austin Savings and Loan Association, a corporation, hereinafter called Owner, as owner of the subdivision known as SOUTHRIDGE, SECTION ONE (1), the plat thereof being of record in Book 48, Page 61, Plat Records, Travis County, Texas, and SOUTHRIDGE, SECTION TWO (2), the plat thereof being of record in Book 46, Page 34, Plat Records, Travis County, Texas, desires that said subdivision shall have proper covenants, conditions, and restrictions, and in this connection, it does hereby declare that all lots shown on the plat of the above addition shall be subject to the following restrictions, covenants and conditions, to-wit:

1. DESIGNATION OF USE

For the purposes of these restrictions and covenants, a "plot" as used herein shall be understood to consist of a lot or lots having contiguous frontage, and all lots included in these restrictions in this subdivision shall be known and used for residential purposes; but it is understood that residential purposes include the right to construct on said lots and to use the same for multi-family dwelling units.

Owner and those acting for and on behalf of the owner, or by, through and under the owner, may erect a temporary sales office or construction office on any lot selected by it in accordance with the zoning regulations of the City of Austin.

2. RETENTION OF EASEMENTS

Easements are reserved as indicated on the recorded plat.

3. TEMPORARY STRUCTURES AND GARAGE APARTMENTS

No house trailers, tents, shacks, garage apartment or other outbuilding shall be placed, erected or permitted to remain on any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon.

4. SEPARATE GARAGES

A separate garage building will be permitted provided such structure is attached to the main building by a common wall or by a covered passageway and provided that the main building is substantially completed prior to the erection

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Travis County, Texas

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of the separate garage building. The garage building shall otherwise comply with all other restrictions, covenants, conditions and usage herein provided for.

5. RESUBDIVISION OF LOTS

No resubdivision of existing lots shall be made which would create an additional lot or plot, but this shall not prevent the modifying of boundaries of original lots.

6. SIZE AND CONSTRUCTION OF DWELLING

All dwellings shall be of recognized standard construction with 25% or more of the area of the exterior walls of each dwelling or building erected being of masonry construction unless the owner or architectural committee agrees to a lesser percentage. Any duplex or multi-family dwelling erected on any lot shall contain not less than 1,400 square feet of floor area and any single family dwelling shall contain not less than 1,200 square feet of floor area, each exclusive of garage and porches.

7. BUILDING LOCATION

No building shall be located on any of said lots 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 of said lots nearer than 25 feet to, nor further than 40 feet from 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. No dwelling shall be located on any of the interior lots nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot. Building locations shall in all instances conform to requirements promulgated by the City of Austin and recorded easements.

8. ARCHITECTURAL CONTROL AND BUILDING PLANS

For the purpose of insuring the development of the subdivision as one of high standards, the above named owner or in the alternative the architectural committee appointed by the owner, or in the manner hereinafter provided, shall have the right to prove or disapprove the design and type of structure or other improvements placed on each lot. No building or other structure shall be placed

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upon a lot until the plans therefor and the plot plan have been approved in writing ²⁸⁻⁵¹⁶⁹ by the architectural committee. Refusal of approval of plans and specifications by the architectural committee may be based upon 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 building or structure shall be made without like approval.

No structure shall remain unfinished for more than 12 months after the same shall be been commenced.

Austin Savings and Loan Association shall have the sole right during the first 10 years that these restrictions are in force, to act as the architectural committee, or to appoint one or more persons as the architectural committee. After the expiration of 10 years, then the owners of a majority of the plots in this subdivision shall have the right to appoint such architectural committee.

Austin Savings and Loan Association shall have the right during the first 3 years of existence of these restrictions to change these restrictions in the case of unusual or irregularly shaped lot or lots or where such change is required for the advantage and best appearance of the area or when such restrictions are deemed in its opinion not to be desirable or in the best interest of the subdivision.

9. NUISANCES

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.

10. SIGNS AND SALES PROGRAM

No signs of any kind shall be displayed for public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet, advertising the property during the construction and sale period.

11. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations at any time shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or

in any lots. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

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12. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same 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.

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 any commercial purposes.

14. SIGHT DISTANCE AT INTERSECTION

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from intersection of the street line, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitation shall apply on any lot within 10 feet from an intersection of a street property line with the edge of a driveway 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 sight lines. Anything to the contrary notwithstanding, where it is determined by the developer or architectural control committee that it would be beneficial to the subdivision to allow a 10 foot setback from a side street as provided by the Ordinances of the City of Austin, then the architectural control committee may reduce this sight line to 10 feet on one street and 25 feet on the adjoining street.

15. GENERAL COVENANTS

These provisions are hereby declared to be conditions, restrictions, uses and covenants, running with the land, subject to the right of Austin Savings and Loan Association to revise restrictions during the first three years, and shall

be fully binding on all persons acquiring property in SOUTHRIDGE, SECTION ONE (1) and SOUTHRIDGE, SECTION TWO (2), whether by descent, devise, purchase or otherwise, and every person by acceptance of title to any lot of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding for 10 years. On and after May 18, 1980, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in SOUTHRIDGE SECTION ONE (1) and SOUTHRIDGE SECTION TWO (2), each lot or plot to admit of one vote.

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16. PENALTY PROVISIONS

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions and uses and covenants, it shall be lawful for any other person or concern owning any of the lots in SOUTHRIDGE, SECTION ONE (1) and SOUTHRIDGE, SECTION TWO (2), to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate to prevent him or them from so doing, or to recover damages for such violations. 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 covenant, conditions, restriction or use.

Invalidation of any one or any part of these conditions, restrictions, uses or covenants by judgment or court order shall in nowise affect any of the others which shall remain in full force and effect.

WITNESS ITS HAND, this the 18th day of May, 1970.

ATTEST:

Helen Kudrinski
Assistant Secretary

(CORPORATE SEAL)

AUSTIN SAVINGS AND LOAN ASSOCIATION

By: Wayne J. Riddell
Wayne J. Riddell, President

THE STATE OF TEXAS)(
COUNTY OF TRAVIS)(
)

Before me, the undersigned authority, on this day personally appeared Wayne J. Riddell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of Austin Savings and Loan Association, as the act and deed of said corporation therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 18th day of May, 1970.

(NOTARY SEAL)

Clair Braden
Notary Public, Travis County, Texas

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THE STATE OF TEXAS |
COUNTY OF TRAVIS ~~2364-2368~~ • 138
REVISED RESTRICTIONS

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Austin Savings and Loan Association, a corporation desiring to exercise its right to revise the restrictions that appear of record in Volume 3859, Pages 2364-2368, Deed Records, Travis County, Texas, does hereby declare that the following provision of Paragraph Seven (7) of said restrictions, to wit: "No dwelling shall be located on any of the interior lots nearer than 25 feet to the rear lot line," shall not be applicable as to Lots One (1) through Thirteen (13), Block "C"; Lots One (1) through Eight (8), Block "D" and Lots One (1) and Three (3), Block "N", SOUTHRIDGE, Section Two, as shown on the plat recorded in Book 46, Page 34, Plat Records, Travis County, Texas, and the use of said lots shall not be restricted by such provision. In all other respects, said restrictions shall be and remain in full force and effect as the same appear of record.

DATED this the 28th day of September, 1970.

ATTEST:

[Signature]
Assistant Secretary
(CORPORATE SEAL)

AUSTIN SAVINGS AND LOAN ASSOCIATION
BY *[Signature]*
W. J. Riddell, President

THE STATE OF TEXAS |
COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared W. J. Riddell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of Austin Savings and Loan Association, as the act and deed of said corporation, therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of September, 1970.

(NOTARY SEAL)

[Signature]
Notary Public in and for Travis County, Texas.

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 INDEXED RECORDS
of Travis County, Texas, as Stamped hereon by me, on

SEP 30 1970
[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
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TRAVIS COUNTY, TEXAS

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THE STATE OF TEXAS
COUNTY OF TRAVIS

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REVISED RESTRICTIONS

Austin Savings and Loan Association, a corporation desiring to exercise its right to revise the restrictions that appear of record in Volume 3859, Pages 2364-2368, Deed Records, Travis County, Texas, does hereby declare that the following provision of Paragraph Seven (7) of said restrictions, to wit: "No dwelling shall be located on any of the interior lots nearer than 25 feet to the rear lot line," shall not be applicable as to Lots One (1) through Six (6), Block "H", SOUTHRIDGE, Section One, as shown on the plat recorded in Book 48, Page 61, Plat Records, Travis County, Texas, and the use of said lots shall not be restricted by such provision. In all other respects, said restrictions shall be and remain in full force and effect as the same appear of record.

H. G. Stokes Investment Corporation, the owner of Lots 1, 3, 4, 5 and 6, Block "H", SOUTHRIDGE, Section One, hereby agrees and consents to the above described revision.

DATED this the 18th day of September, 1970.

ATTEST: (CORPORATE SEAL) AUSTIN SAVINGS AND LOAN ASSOCIATION

Assistant Secretary By: Wayne J. Riddell
Wayne J. Riddell, President

ATTEST: (CORPORATE SEAL) H. G. STOKES INVESTMENT CORPORATION

Assistant Secretary By: MM Casey

