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THE STATE OF TEXAS :

1-44-8849

COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS:

That Bill Milburn, Inc., a Texas corporation, is the sole owner of all lots in Beaconridge IV-A, a subdivision in Travis County, Texas, according to the map or plat of said subdivision recorded in Book 75, Page 119, Plat Records of Travis County, Texas, and as owner thereof desires to adopt a plan for the development of Beaconridge IV-A which shall be binding on Bill Milburn, Inc. and upon its successors in title to the land in said Beaconridge IV-A.

NOW, THEREFORE, for and in consideration of the mutual benefits to the developer and future owners of the property in Beaconridge IV-A, Bill Milburn, Inc., a Texas corporation, having its principal office in Austin, Travis County, Texas, acting by and through its duly authorized officer, does hereby make the aforesaid lots in Beaconridge IV-A subject to the following restrictive covenants, to wit:

A.

A-1. Land Use and Building Types. No lot shall be used except for residential purposes. No building structure or living accommodations of any type shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and onehalf stories in height, and with an attached private enclosed garage for not more than two cars. No carports shall be permitted.

A-2. Architectural Control. No building shall be erected, placed or altered on any lot until a copy of the construction plans and specifications and a plan showing the location of the structure have been delivered to and approved by the Architectural Control Committee, hereinafter called "Committee", as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect

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to topography and finished grade elevation. A copy of the construction plans and specifications and a plan showing the location of the structure, if approved, shall remain in the possession of said Committee until this subdivision has been built out in its entirety. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the front wall of any house. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. A copy of the plans and specifications shall be delivered to the Architectural Control Committee at the office of Bill Milburn, Inc., 7440 Ed Bluestein, Austin, Texas 78761, not less than 20 days prior to the date construction is commenced.

A-3. Dwelling Cost, Quality, and Size. No dwelling exclusive of open porches, garages, and patios, shall be permitted on any lot at a cost of less than \$15,000.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings are of a 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 stated herein for the minimum permitted dwelling size. The ground floor of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet, and not less than 1,200 square feet for the combined area of a structure exceeding one story.

A-4. Building Location. No building shall be located on any lot nearer than 25 feet to the front line, 10 feet to the side line, if said side line is a street, 5 feet to the interior lot line, or 15 feet to the rear lot line, and must comply with all city building and zoning ordinances. For the purposes of these covenants, eaves, steps, and open porches shall not be considered 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 another lot. 1-44-8851

A-5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

A-6. 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.

A-7. Temporary Structures or Emplacements. No structure or placement of a temporary character, mobile home, trailer, derelict, junk, or racing vehicle, or any vehicle without a current license plate, tent, shack, detached garage, barn, or other outbuilding shall be erected, placed, driven, altered, or permitted to remain on any lot at any time, either temporary or permanent, without the prior written consent of the Architectural Control

Committee. No residential building may be moved upon any lot in this addition.

1-44-8852

A-9. 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 five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period. All merchandising, advertising, and sales programming in Beaconridge IV-A shall be subject to approval by the developer and shall be in conformity with the general marketing plan for Beaconridge IV-A.

A-9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind 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 lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

A-10. 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.

A-11. 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.

A-12. Water Supply. No individual water supply system shall be permitted on any lot, unless such system is located, constructed, and equipped in accordance with the requirements,

standards, and recommendations of the Public Health Department of the City of Austin. Approval of such system as installed shall be obtained from such authority.

A-13. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot, unless that system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Public Health Department of the City of Austin. Approval of such system as installed shall be obtained from such authority.

A-15. Sight Distance at Intersection. No fence, wall, hedge, or shrub plantings which obstruct sight lines at elevations between 2 feet 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 the intersection of the street lines, 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. No tree shall be permitted to remain within such distances of such intersection 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 Committee that it would be beneficial to the subdivision to allow a 10-foot set-back from a side street as provided by the Ordinances of the City of Austin, then the Committee may reduce this sight line to 10 feet on one street and 25 feet on the adjoining street.

A-15. Masonry. All residences shall have at least 25 percent of their exterior walls of the first floor of stone or masonry construction, and each of said lots shall have a concrete sidewalk installed along the front thereof, or between the front

lot line and the curb line, all in accordance with the specifications and set-back requirements of the City of Austin.

B.

B-1. Membership. The Architectural Control Committee is composed of Bill Milburn, Richard C. Baker and Robert L. Davis. The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of the majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or restore to it any of its powers and duties.

B-2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing and may be filed of record in the Deed Records of Travis County, Texas.

C.

C-1. 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 40 years from the date these covenants are recorded. After that time these covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

C-2. 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 or developer to prosecute any proceedings against the person or per-

sons 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 developer and other owners of lots in Beaconridge IV-A, thus cumulative of 1-44-8855 all other common law or statutory remedies, enforcement of any of these restrictive covenants may be by suit at law or in equity, by or on behalf of Bill Milburn, Inc. or by or on behalf of any owner of any lot in Beaconridge IV-A, against any person, firm, or corporation violating, or apparently about to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction of either a restraining or mandatory nature or both and of either a temporary or permanent nature or both, including, but not limited to, one restraining construction of any improvements commenced, or about to be commenced, without prior written approval by the Committee in accordance with paragraph A-2 of article A hereof. 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.

C-3. Severability. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Witness its hand at Austin, Texas, this 11th day of January, 1977.

(NO SEAL)

BILL MILBURN, INC.

By Bill
President

THE STATE OF TEXAS :

COUNTY OF TRAVIS : Before me, the undersigned authority, on this day personally appeared Bill Milburn, President of Bill Milburn, Inc., a Texas corporation, 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 for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated. 1-44-8856

Given under my hand and seal of office, this the 11th day of January, 1977.

NOTARY SEAL

Doris Augustine
Notary Public, Travis County, Texas

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on this 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

JAN 12 1977



Doris Augustine
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

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Doris Augustine
COUNTY CLERK
TRAVIS COUNTY, TEXAS