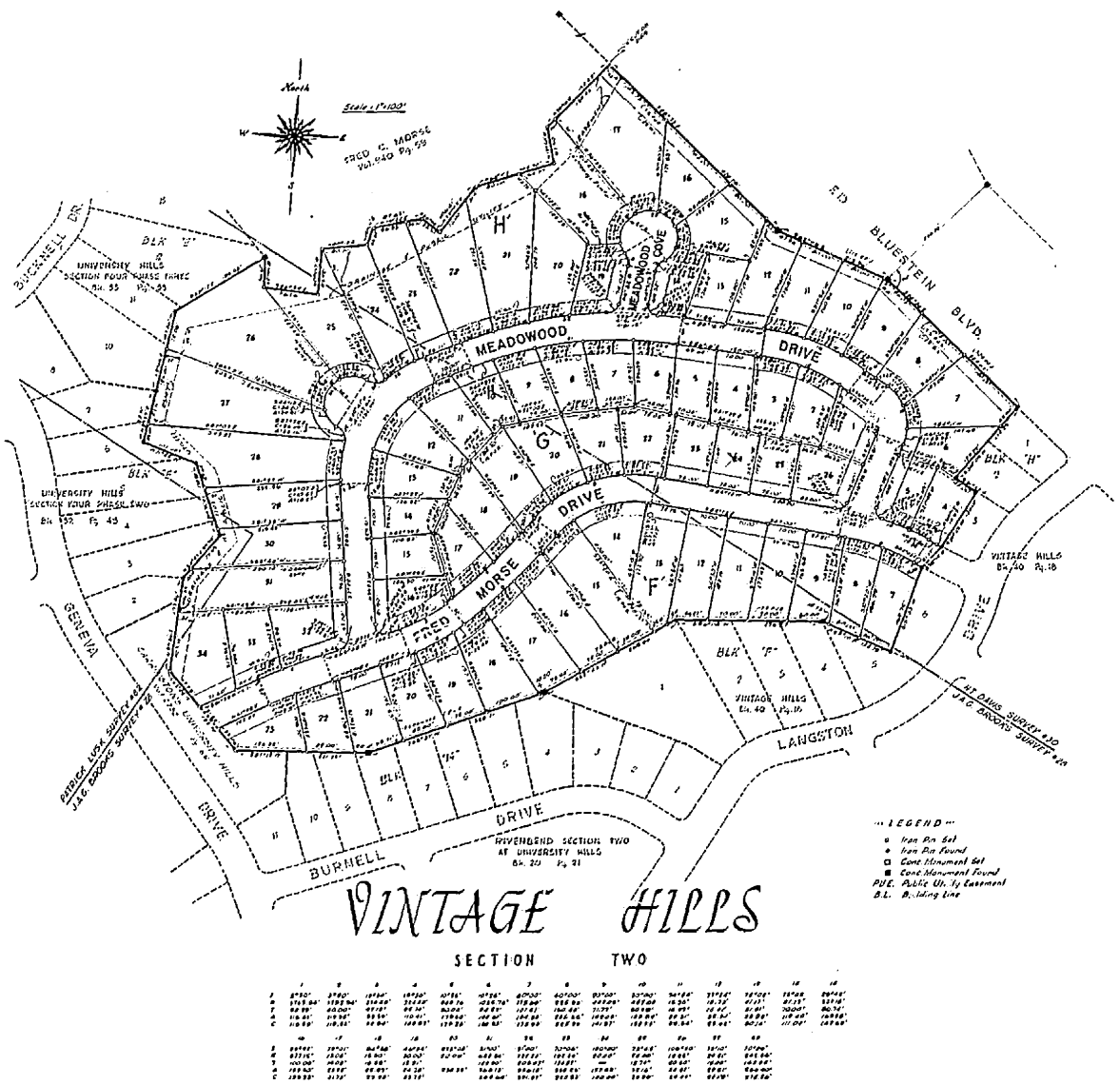
Jul. 10-68 RCEH-A 942 4.50



VINTAGE HILLS

SECTION TWO

LEGEND

- o Iron Pin Set
- • Iron Pin Found
- □ Cone Monument Set
- ■ Cone Monument Found
- P.U.E. Public Utility Easement
- B.L. Building Line

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: That I, Bill Milburn, owner of ... acres of land as conveyed to me by deed of Record in Volume 3448 Page 412 Travis County Deed Records out of the J.A.C. Brooks Survey #470, H.T. Davis Survey #430 and Patrick Lusk Survey #467 in Travis County, Texas, do hereby subdivide 76.91 acres of the said Milburn Tract as shown hereon to be known as VINTAGE HILLS SECTION TWO and do hereby dedicate to the public all streets and easements shown hereon.

WITNESS MY Hand this the 14th day of JUNE A.D., 1968.

Bill Milburn

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, the undersigned authority, on this day personally appeared Bill Milburn, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of JUNE, A.D., 1968.

Rosemarie Sutton
Notary Public in and for Travis County, Texas

APPROVED FOR ACCEPTANCE:

July 9, 1968
Date

Roland Sibley
Director of Planning

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AUSTIN, TEXAS, this the 8 day of July, A.D., 1968.

Secretary

Chairman

FILED FOR RECORD: at 9:45 o'clock A.M., this the 10 day of July, A.D., 1968.

Deputy

Miss Emilie Limberg, Clerk, County Court, Travis County, Texas

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Miss Emilie Limberg, 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 10 day of July, A.D., 1968, at 9:45 o'clock A.M., and duly recorded in my office on the 10 day of July A.D., 1968, at 9:45 o'clock A.M., in the Plat Records of Travis County, Texas, Book 41 Page 37

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

Deputy

Miss Emilie Limberg, Clerk, County Court, Travis County, Texas

THIS IS TO CERTIFY THAT AUSTIN CITY CODE CHAPTER 23-27 OF 1958 HAS BEEN COMPLIED WITH.

Surveyed by:
BRYANT-CURINGTON, INC.

registered professional engineer

6/14/68
date

C8-68-62

Restrictions in Vol. 3545 Page 2320 Deed Records

[illegible] VINTAGE HILLS, SECTION I & II
[illegible] AUSTIN, TRAVIS COUNTY, TEXAS

NOW, THEREFORE LET IT BE KNOWN THAT, Vintage Hills, Inc., a Texas Corporation, has purchased and acquired the following properties:

Lots 1, 2, 3, 4, 5, Block A, and Lots 1, 28, Block B, and Lots 19, 20, 21, 22, 23, Block E, and Lots 1, 2, 3, 4, 5, 6, Block F, and Lots 1, 2, 3, Block H, all of Vintage Hills, Section I, a subdivision in Austin, Travis County, Texas, according to the map or plat of record in Book 40, Page 18, Plat Records of Travis County, Texas.

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, Block E, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, Block G, and Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, Block H, all of Vintage Hills, Section II, a subdivision in Austin, Travis County, Texas, according to the map or plat of record in Book 41, Page 37, Plat Records of Travis County, Texas.

The corporation which presently owns the above described property has subdivided said property and will cause to be placed in the property all necessary physical arrangements, including streets, curbing gutter, and gas and water, in conformity with the existing ordinances of the City of Austin for the purpose of subdividing the properties and offering the same for sale.

1. None of said lots shall be used other than for residential purposes, no building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for no more than three cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part 2 (a).

2. (a) The Architectural Control Committee is composed of Bill Milburn, 3200 South Congress, Austin, Texas; Richard Scherk, 1100 West 38th St., Austin, Texas; and Leopold Danze, 1100 West 38th St., Austin, Texas. A 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 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 a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

3. No dwelling, exclusive of open porches, garages, carports and patios, shall be permitted on any lot at a cost of less than $12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be 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 area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

4. 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 setback lines shown on the recorded plat. In any event no building shall be located on any of said lots nearer than 25 feet minimum or 40 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 permitted for a garage or other permitted accessory building located 70 feet or more from the minimum building setback line. No dwelling shall be located on any of the interior lots nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of 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. The above minimum and maximum setbacks may be altered slightly to save existing trees on buildingsites at the judgement of the above building control committee, and within the regulations of the City of Austin, Travis County, Texas.

5. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet, except that a dwelling may be erected or placed on lots as shown on the recorded plat.

6. One or two family duplex buildings may be erected on Lot 1, Block H, and Lot 23, Block E, Vintage Hills, Section I, and Lots 6, 7, 8, 9, 10, 11, 12, 15, 16, Block H, Vintage Hills, Section II aforesaid.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five 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.

8. No noxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, bar, or other outbuilding shall be used on any of said lots at anytime as a residence either temporarily or permanently.

10. No sign of any kind shall be displayed to the public view on any of said lots except one professional 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.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind 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 boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No part of any of said lots shall ever be used for a business or commercial purpose or for carrying on any trade or profession, provided, however, any of the lots in said subdivision may be used by Bill Milburn, or his successors or assigns, on a temporary basis for offices and exhibit houses.

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

14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of said lots, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

15. None of said lots shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except

sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. 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 herein described 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 sight line limitations shall apply on any of said lots within ten feet from the intersections 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.

17. No fence, wall, or hedge shall be built or maintained forward of the front wall line of any house erected on any of said lots.

18. No existing dwellings shall be moved onto any lot in this subdivision.

19. 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 twenty-five 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 Vintage Hills, Section I, and Vintage Hills, Section II, has been recorded, agreeing to change said covenants, conditions, and restrictions, inwhole or in part.

20. 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.

21. Invalidation of any one of these covenants by judgement or a court order shall in nowise effect any of the other provisions, which shall remain in full force and effect.

WITNESS my hand this the 11th day of September, 1968.

VINTAGE HILLS, INC.

BY: Bill Milburn
Bill Milburn, President

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared Bill Milburn, President of Vintage Hills, Inc., 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 and in the capacity therein stated as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 11th day of September, 1968.

(NOTARY SEAL)

Glaie Nichols
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 named RECORDS of Travis County, Texas, as Stamped hereon by me, on

SEP 12 1968

Emilie Limberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
SEP 11 12 20 PM '68
Emilie Limberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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