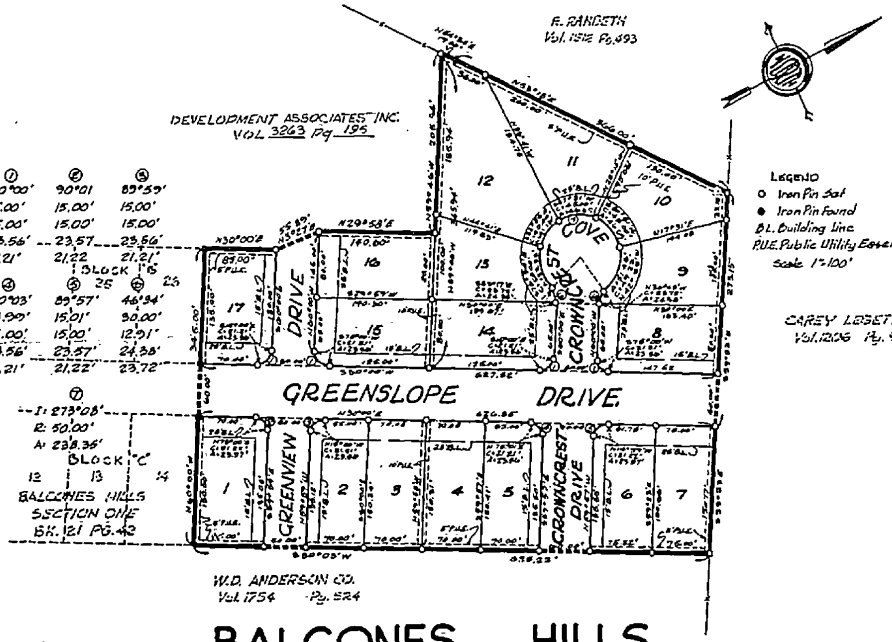
Oct-20-67 PC CHB 84/02 # 4-50



BALCONES HILLS

SECTION TWO

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: That Development Associates, Inc., does hereby subdivide 6.82 acres out of the James Mitchell Survey in Travis County, Texas, conveyed by deed recorded in Vol. 3263 Page 195 of the Travis County, Texas Deed Records, said subdivision to be known as BALCONES HILLS SECTION TWO, and hereby dedicate to the public all streets, easements, and rights-of-way shown hereon:

WITNESS MY HAND, this the 13th day of July A. D., 1967.

DEVELOPMENT ASSOCIATES INC.

Walter R. Carrington, President

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 Walter R. Carrington known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purpose and considerations and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of July, A. D., 1967.

Seal

Notary Public, in and for Travis County, Texas

APPROVED FOR ACCEPTANCE:

Date October 17, 1967

Hoyle M. Osborne, Director of Planning

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AUSTIN, TEXAS, this the 17th day of October, A.D., 1967

Secretary

Vice-Chairman

FILED FOR RECORD at 3 o'clock P.M., this the 20 day of Oct. A. D., 1967.

Deputy

Emilie Limberg, Clerk, County Court
Travis County, Texas

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Emilie Limberg, Clerk of the County Court within and for the State and County aforesaid do hereby certify that the foregoing instrument of writing with its Certificate of Authentication was filed for record in my office on the 20 day of Oct. A. D., 1967 at 3:20 o'clock P.M., and duly recorded on the 20 day of Oct. A. D., 1967 at 3:20 o'clock P.M., in the Plat Records of said County in Plat Book 36 Page 28.

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

Deputy

Emilie Limberg, Clerk, County Court
Travis County, Texas

THIS IS TO CERTIFY THAT AUSTIN CITY CODE CHAPTER 23.27 of 1954 HAS BEEN COMPLIED WITH.

Surveyed by:

BRYANT-CURINGTON INC.

By: Registered Professional Engineer

Date July 13, 1967

Seal

JUL 1967
RECEIVED
Planning Dept
City of Austin

JOB 67-65M
FD-

C8-67-48

To Petitioners Att. - Title - 333 Pg. 465 Travis County Records
Emilie Limberg

THE STATE OF TEXAS ()
() KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS ()

That DEVELOPMENT ASSOCIATES, INC., a Texas corporation, is the sole owner of BALCONES HILLS, SECTION TWO (2), a subdivision of 6.32 acres, more or less, out of the James Mitchell Survey and out of the Patrick Lusk Survey, Travis County, Texas, and as owner thereof it desires to adopt a plan for the development of same which shall be binding on it and upon its successors in title to the land in said addition.

NOW THEREFORE, for and in consideration of the mutual benefits to the developer and future owner of the property in BALCONES HILLS, SECTION TWO (2), Development Associates, Inc., a Texas corporation having its principal offices in Austin, Travis County, Texas, acting by and through its president, does hereby make the said BALCONES HILLS, SECTION TWO (2), subject to the following restrictive convenants, to-wit:

A.

A-1. FULLY PROTECTED RESIDENTIAL AREA. The residential covenants in Part "B" in their entirety shall apply to all of Balcones Hills, Section Two.

B.

B-1 LAND USE AND BUILDING TYPES. 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 with an attached private garage or carport for not more than three cars.

B-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 as to quality of workmanship and materials, harmony of external design with existing structures, and as 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.

B-3. DWELLING COST, QUALITY, AND SIZE. 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 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 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 or split-level dwelling, not less than 800 square feet for a dwelling of more than one-story and not less than 1600 square feet for the combined area of the first and second floors.

B-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 setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet minimum, 40 feet maximum, to the front lot line or nearer than 10 feet to any side street line. No building shall be located on any lot nearer than 5 feet to the interior lot line and must comply with city zoning ordinances. 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 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.

B-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 setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet, except as shown on recorded plat.

B-6. EASEMENT. 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.

B-7. 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.

B-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, detached garage, barn or other out building shall be erected, altered, placed 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.

B-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 5 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.

B-10. 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.

B-11. 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.

B-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.

B-13. SIGHT DISTANCE AT INTERSECTION. No fence, wall hedge, or shrub planting which obstruct 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 Architectural Control 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 Architectural Control Committee may reduce this sight line to 10 feet on one street and 25 feet on the adjoining street.

B-14. All residences shall have at least 25% of their exterior walls of the first floor of stone or masonry construction, provided, however, the Architectural Control Committee may waive this requirement in writing and allow that all frame may be constructed.

C.

C-1. MEMBERSHIP. The Architectural Control Committee is composed of Walter R. Carrington, W.T. Williams, Jr., and a third member to be agreed upon by both parties. 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 to withdraw from the committee or restore to it any of its powers and duties.

C-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing and must be filed of record in the Deed Records of Travis County, Texas.

D.

D-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 30 years from the date these covenants are recorded. After which time such 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.

D-2. ENFORCEMENTS. Enforcement shall be by proceeding in law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

D-3. SEVERABILITY. Invalidation of any one 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 1st day of November, 1967.

DEVELOPMENT ASSOCIATES, INC.

BY: _____
President

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

BEFORE ME, the undersigned authority, on this day personally appeared WALTER R. CARRINGTON, president of Development Associates, 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 1st day of November, 1967.

(NOTARY SEAL)

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

NOV 10 1967

Emilie Limburg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEED RECORDS
Travis County, Texas

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