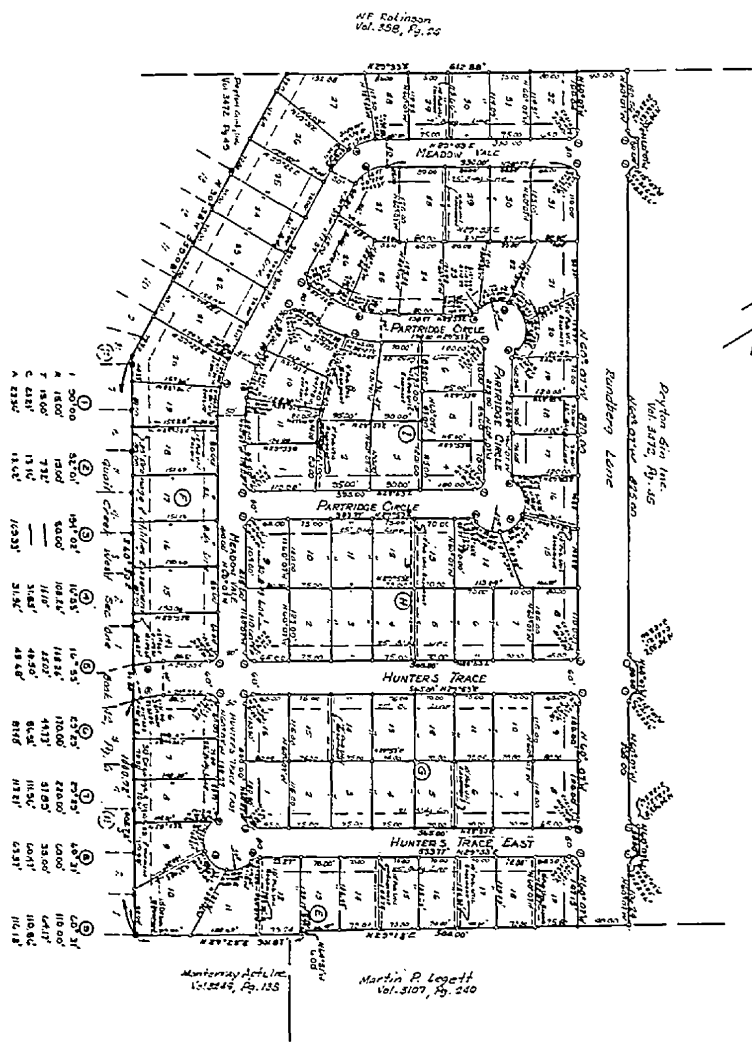


Aug 20-69 Re-CH-A 9352 7.50



SCALE - 1"=100'



QUAIL CREEK WEST

SECTION THREE

PREPARED BY
HALE AND ASSOCIATES, INC.
 ENGINEERS AND PLANNERS
 AUSTIN, TEXAS



State of Texas
 County of Travis
 Now before me, the undersigned authority, on this day personally appeared Sidney I. Darden, President of the Board of Directors of the Travis County Planning Commission, 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, and in the presence of the undersigned authority, on this day of April, 1969.

Sidney I. Darden, Secretary, Travis Co. Plans

State of Texas
 County of Travis
 Before me, the undersigned authority, on this day personally appeared Sidney I. Darden, President of the Board of Directors of the Travis County Planning Commission, 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, and in the presence of the undersigned authority, on this day of April, 1969.

Kathleen Hester, Secretary, Travis Co. Plans

Approved for acceptance: By *Edith B. Blaine* Date: 8-19-69
 Secretary of Planning

Accepted and authorized for record: By the Planning Commission of Travis County, Texas, this 20th day of August, 1969.
Edith B. Blaine
 Secretary

Filed for Record this 20th day of August 1969 and subject P.M.
 Miss Emily Limberg, Clerk, County Court, Travis County, Texas
Emily Limberg
 Deputy

THE STATE OF TEXAS
 County of Travis
 I, Miss Emily Limberg, Clerk of the County Court, do hereby certify that the foregoing instrument, containing the plat of the subdivision of land in the County of Travis, State of Texas, known as Quail Creek West Section Three, was duly recorded in my office on the 20th day of August, 1969, at 10:00 o'clock P.M. and the same is a true and correct copy of the original as the same appears in my office. Witness my hand and seal of office this 20th day of August, 1969.

NOTE: This is to certify that the within City Code Chapter 53.02 of 1957 has been complied with.
 Approved: *Edith B. Blaine*
 Secretary of Planning

21-9093

OCT-9-1925- 8337 * 450

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

KNOW ALL MEN BY THESE PRESENTS

That PEYTON GIN, INC., a corporation, is the sole owner of QUAIL CREEK WEST, SECTION THREE (3), a subdivision of 28.64 acres, more or less, out of the George W. Davis Survey in 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 of the land in said subdivision.

NOW THEREFORE, for and in consideration of mutual benefits to the developers and future owners of the property in QUAIL CREEK WEST, SECTION THREE (3), Peyton Gin, Inc., a corporation having its principal office in Austin, Travis County, Texas, acting by and through its duly authorized officer, does hereby make the said QUAIL CREEK WEST, SECTION THREE (3), subject to the following restrictions, to-wit:

A.

A-1. FULLY PROTECTED RESIDENTIAL AREA. The residential covenants in Part "B" in their entirety shall apply to all of Quail Creek West, Section Three (3).

B.

B-1. LAND USES 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 improvements shall be erected, placed, or altered, on any lot until the preliminary plans and specifications and final plans and specifications of the proposed improvements, and a plot plan thereof, including, but not limited to, location of the building, sidewalks, driveways, area coverage, and setbacks, have been approved in writing by the Architectural Control Committee, as herein provided. Prior to submission of final plans and specifications, the Committee shall review the preliminary plans and specifications and plot plan and may provide the owner with information concerning the quality of the materials, harmony of exterior design, exterior color styling, and location with respect to topography and finished grade elevations which will be required by the Committee before final approval of the final plans and specifications and plot plan. The Committee approval or disapproval of preliminary and final plans and specifications as required herein shall be in writing. In the event the Committee fails to approve or disapprove a set of preliminary or final plans and specifications and plot plan for the improvements to be erected on any lot, or the preliminary and final plans and specifications for alterations of any improvements located on said lot, within thirty days after delivery to the Committee then and in that event the same shall be deemed approved. All plans and specifications shall be delivered to Peyton Gin, Inc., at its office at 8305 Shoemaker, Austin, Travis County, Texas, or such other address as it may designate, and the date received by Peyton Gin, Inc., shall be considered the date of delivery.

DEED RECORDS
Travis County, Texas

3764 540

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 \$14,000.00 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 1,300 square feet for a one-story or split-level dwelling, nor less than 1,600 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 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 ordinance. 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. 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.

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 6,000 square feet, except as shown on recorded plat.

B-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. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements or which 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.

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 any time, either temporary or permanent without the prior written consent of the Architectural Control Committee. No existing 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. All merchandising, advertising, and sales programs in Quail Creek West, Section Three (3), shall be subject to approval by the developer and shall be in conformity with the general marketing plan for Quail Creek West, Section Three (3).

B-10. OIL AND MINING OPERATIONS. No oil drilling, oil derrick, pump 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 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 setback from a side street and 25 feet on the adjoining street.

B-14. Generally the residence shall have at least 50% of their exterior walls of masonry, but the architectural committee shall have authority to modify these requirements.

C.

C-1. MEMBERSHIP. The Architectural Control Committee is composed of Sidney Darden, Walter R. Carrington, 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.

21-9096

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 2 day of September 1969.

PAYTON GIN, INC.

BY: Sidney I. Darden
President

(NO SEAL)

The State of Texas
County of Travis

Before me, the undersigned authority, on this day personally appeared Sidney I. Darden, president of Payton Gin, 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 2 day of September 1969.

(NOTARY SEAL)

William G. Lewis
Notary Public in and for
Travis County, Texas.

STATE OF TEXAS
COUNTY OF TRAVIS

WHEREAS, Payton Gin, Inc. executed a note and deed of trust to the City National Bank, Austin, Texas, in the amount of \$300,000.00, dated 8/22/69, said Deed of Trust being recorded in Volume 3684, Page 1701, Deed of Trust Records of Travis County, Texas, securing a loan on Quail Creek West, Section 3, Travis County, Texas,

NOW, The City National Bank, Austin, Texas does hereby subrogate its lien to the restrictions as above executed.

ATTEST:
[Signature]
Assistant Cashier
STATE OF TEXAS
COUNTY OF TRAVIS

CITY NATIONAL BANK
By H. C. Brown Vice President

(CORPORATE SEAL)

BEFORE ME, the undersigned authority, on this day has personally appeared W.C. Brown known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of CITY NATIONAL BANK as the designated officer thereof, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND Seal of Office this 2 day of October, 1969.

Chas. L. Cook
Notary Public in and for Travis County, Texas

(NOTARY SEAL)

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21-9000
21-9001

FILED
OCT 9 2 50 PM '69

Emilie Grimberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

X
↑

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped herein by me, on

OCT 10 1969



Emilie Grimberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

3764 544