

THE STATE OF TEXAS: Vol. 10-6425- 6942 * 11.50

COUNTY OF TRAVIS

Vol. _____, Page _____

WHEREAS, Western Trails, Inc., Travis County, Texas, being sole owner, of all certain lots in a subdivision of 12.70 acres out of the James Tramel Survey No. 6 in the City of Austin, Travis County, Texas, said subdivision known as WESTERN TRAILS, SECTION NO. 8 according to map of plat thereof recorded in Book 18, Page 48, Plat Records of Travis County, Texas;

WHEREAS, it is deemed desirable and necessary that the lots in said subdivision shall have uniform and proper restrictions of a nature to insure development of a desirable residential section;

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS: That Western Trails, Inc., as sole owner, does hereby provide and declare the following restrictions shall apply to all lots in said Western Trails, Section No. 8, a subdivision in the City of Austin, Travis County, Texas.

1. For no purposes of these restrictions and covenants, a "plot" as used shall be understood to consist of a lot or lots having continuous frontage, and all lots included in these restrictions in this subdivision shall be known and described as residential lots.
2. No building other than a one-family dwelling not exceeding two and one-half stories in height, shall be erected, or permitted to remain, on any residential building lot. Garages and servants' quarters which may be constructed in connection with dwellings shall be attached to the dwellings. No duplex or garage apartment shall be erected on any lot.
3. All dwellings erected or permitted to remain on any residential building lots shall be used exclusively for residential purposes, and no part of any building erected on these lots, and no lot or part of any lot herein, shall be used for any business purposes whatsoever, except that one sales office may be erected and maintained by the owner or its agents for the exclusive purpose of selling lots in this subdivision. Except for the sales office hereinabove referred to, signs which evidence commercial use of the property shall not be erected on any lot or building.
4. Residences constructed on lots in this subdivision shall be located on the lots so as to comply with the minimum set-back requirements of the City of Austin, as set out in the plat of Western Trails, Section No. 8, and in no event shall the dwelling be located nearer than twenty-five (25') feet to, nor more than forty (40') feet from the front lot boundary, nor shall any building be nearer than ten (10') feet from the lot boundary along any side street. No fence, wall or hedge shall be built or maintained forward of the front wall line of the building or residence house, no building shall be located nearer than five (5') feet to any interior lot line, nor fifteen (15') feet to the rear lot line.
5. No structure shall be erected or maintained on any building plot with an area less than 7,500 square feet and which has a width of less than sixty-five (65') feet at the building set-back lines as set-out in Section No. 4 hereof, No corner lot shall be re-subdivided or used as to permit an additional dwelling facing on a side street.
6. No structure of temporary character, trailer, tent, shack, barn, garage or out-building shall be permitted on any lot. Each dwelling will be occupied by no more than one family at a time except, however, that servants' quarters attached to the main residence, or attached to a garage which is attached to the main residence, may be occupied and used by domestic servants of a resident owner or tenant while in the full-time employment of a resident owner or tenant.

DEED RECORDS
Travis County, Texas

-1-
Vol. 2700 PAGE 232

7. Easements are reserved as shown on the recorded plat. A five (5') foot easement for utilities, installation and maintenance is reserved off of the rear of each platted lot, whether or not such easement is shown on the plat.

8a. ARCHITECTURAL CONTROL: 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 8a,b,c.

8b. MEMBERSHIP: The Architectural Control Committee is composed of Buford Stewart, Roy B. Stewart, and William D. Lewis. 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 representatives 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.

No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective dwelling on any lot. No existing dwelling shall be moved onto any lot in this subdivision.

8c. PROCEDURE: 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.

9. No dwelling shall be constructed or permitted to remain on the premises that is of box construction, nor shall any structure which has been erected elsewhere be moved onto said premises.

10. The floor area of any structure or dwelling, exclusive of open porches, garages, or carports, built on lots 2,3 and 15, Block M and all lots on Blocks "P", "T", and "S" less than 80 feet wide at the building set-back line shall contain not less than 1400 square feet; and in any event said structure shall cost not less than \$12,000.00, exclusive of the cost of garages, carports, open porches, patios and the lot, each costs being based upon the cost level prevailing on the date these covenants are recorded. Any structure or dwelling built on lots which are 80 feet or more in the above mentioned blocks shall contain 1450 square feet of floor area, and such structure shall cost not less than \$12,500.00, exclusive of the cost of the lot, garages, carport, open porches and patios, such cost being based upon cost levels prevailing on the date these covenants are recorded. Garages, carports, and patios shall not be considered a part of the ground floor area. The floor area of any structure or dwelling facing Tomshawk Trail in Block "M", Western Trails, Section No. 8, exclusive of open porches, garages, or carports shall contain not less than 1600 square feet and in any event said structure shall cost not less than \$14,000.00, exclusive of the cost of garages, or carports, open porches, patios and the lot, such costs being based upon the cost level prevailing on the date these covenants are recorded. It is 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 at the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size.

11. Forty percent (40%) of the area of the exterior walls of each dwelling erected in this subdivision shall be of masonry construction.

12. No obnoxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. 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 purpose.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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; and shall be kept or maintained back of the twenty-five (25') foot front set-back line.

15. 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 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 lot within 10 feet from the 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.

16. 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, mining 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.

17. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20') feet of the property line of any part or edge of any one water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house.

18. These restrictions, covenants and easements are hereby declared to be covenants, easements and restrictions running with the land and shall be binding upon all persons acquiring title to property in this subdivision, whether by descent, devise, purchase, or any manner whatsoever, and any person or persons in accepting title to any lot or plot in this subdivision shall thereby agree and covenant to abide by and fully perform the restrictions and covenants herein set out.

19. Western Trails, Inc. shall have the right to modify the restrictions with reference to location of set-back restrictions of any of the improvements, and the direction which they shall face, to such extent as it deems for the best interest of the addition as a whole, but such modifications shall be in writing.

20. If any person or persons shall violate any of the restrictions and covenants herein, it shall be in order for any other person or persons owning real property in this subdivision to prosecute by proceedings at law or in equity against the person or persons violating or attempting to violate any restrictions, easements or covenants stated herein and either prevent him or them from so doing or to require him or them to correct such violation, or to recover damages or other dues for such violation.

21. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

22. Invalidation of any one of those covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of Buford Stewart, as President of Western Trails, Inc. of Austin, Texas, this the 17th day of March, 1964.

WESTERN TRAILS, INC.

(CORPORATE SEAL)

By Buford Stewart
Buford Stewart, President

ATTEST:

Roy Stewart
Roy Stewart, Secretary

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared BUFORD STEWART, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same as the act and deed of Western Trails, Inc., a corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of March, A.D. 1964.

H. R. Rouse
Notary Public in and for Travis County, Texas.

(NOTARY SEAL)

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

MAR 19 1964



Emilie Limburg
COUNTY CLERK,
TRAVIS COUNTY, TEXAS

FILED
Emilie Limburg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

MAR 17 4 24 PM '64

DEED RECORDS
Travis County, Texas

VOL 2700 PAGE 235