

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS,

313

That we, Austin Corporation, a corporation, acting herein by and through its Vice President, David B. Barrow, (hereinafter called Developer), owner of BALCONES PARK, EDMONT SECTION, a subdivision in Austin, Travis County, Texas, as shown on plat thereof, recorded in Book 8 Page 121 of the Travis County Plat Records, do hereby impress all of the property included in Balcones Park, Edgemont Section, with the following restrictions, covenants, conditions and uses:

1. Designation of Use

All lots shall be used for single family residential purposes, with not more than one residence on any lot. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. The Developer, however, may erect a temporary sales office on any lot selected by it, in accordance with the Zoning Regulations of the City of Austin.

2. Retention of Easements

Easements are reserved as indicated on the recorded plat.

3. Temporary Structures and Garage Apartments

No apartment house, house trailer, tent, shack, garage apartment or other outbuilding shall be placed, erected, or permitted to remain on any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon.

4. Separate Garages, Guest Houses, etc.

A separate garage building, servants' quarters of one story, or a one story guest house not to exceed 600 square feet of floor area, will be permitted, provided that such structure, or structures, must be attached to the main residence by a common wall or by a covered passageway, provided that the main dwelling be substantially completed prior to said erection and provided further that all other restrictions, covenants, conditions and uses herein are complied with.

5. Minimum Plot Size

No structure shall be erected or placed on any plot which plot has an average width of less than 85 feet. No subdivision of existing lots shall be made which would create an additional lot or plot; but this shall not prevent the modifying of boundaries of original lots in conformity with the above minimum width. For the purpose of these restrictions, a "plot" shall consist of a lot or lots having a contiguous frontage and having an average width of not less than 85 feet.

6. Size and Construction of Dwellings

All dwellings shall be of recognized standard construction. The dwelling erected on any plot shall cover not less than 1,800 square feet of floor area of which not less than 1,600 square feet shall be in the house proper, exclusive of garage and porches. Ornamental structures, fences and walls are permitted subject to approval in writing of the Developer, or in the alternative, by the Architectural Committee referred to under Paragraph No. 8.

7. Set-Back, Front Line, Side Line and Rear Line

No structure shall be located or erected on any lot nearer to the front plot line than twenty-five (25) feet, nor nearer than five (5) feet to any side plot line, except that the total combined setback from both sides shall in no event be less than fifteen (15) feet, nor nearer than twenty (20) feet to the rear plot line.

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8. Architectural Control and Building Plans

For the purpose of insuring the development of the subdivision as a residential area of high standards, the Developer, or, in the alternative, by an Architectural Committee appointed at intervals of not more than five years, by the then owners of a majority of the lots in Balcones Park, Edgemont Section, reserves the right to regulate and control the buildings or structures or other improvements placed on each lot. No building, wall, or other structure shall be placed upon such lot until the plan therefor and the plot plan have been approved in writing by the Developer. Refusal of approval of plans and specifications by the Developer, or by the said Architectural Committee may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or Architectural Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. No house or other structure shall remain unfinished for more than two years after the same shall have been commenced.

9. General Covenants

These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in Balcones Park, Edgemont Section, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1979. On and after January 1, 1979, said conditions, restrictions, uses and covenants, shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in Balcones Park, Edgemont Section, each lot, or plot, to admit of one vote.

10. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in Balcones Park, Edgemont Section to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from so doing, or to recover damages for such violations. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the enforcement of any such covenant, condition, restriction or use.

Invalidation of any one or any part of these conditions, restrictions, uses or covenants by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

WITNESS OUR HANDS this the 17th day of April, 1958.

AUSTIN CORPORATION

By David B. Barrow
David B. Barrow, Vice President



Harry G. Miller
Secretary

THE STATE OF TEXAS :
COUNTY OF TRAVIS:

BEFORE ME, the undersigned authority, on this day personally appeared David B. Barrow, Vice President of Austin Corporation, 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 Austin Corporation, and in the capacity therein stated.

UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of April, A.D. 1958.

Walter E. Barrell
Notary Public, Travis County, Texas.

Filed for Record Apr. 18, 1958 at 1 P.M.
Recorded Apr. 22, 1958 at 9 A.M.

Balcones Park Edgemont