

SUBDIVISION RESTRICTIONS

THE HOMESTEAD SUBDIVISION

1-75-4067

THE STATE OF TEXAS

X  
X  
X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

THAT WHEREAS, ~~THE~~ ~~HOMESTEAD~~ ~~CORPORATION~~, (hereinafter sometimes referred to as "Developer"), being the owner in the capacity shown above of that certain tract of land described as follows:

The Homestead Section Two as recorded in Book 76, Page 163, 164, 165 of the Travis County Plat Records.

and desiring to establish a uniform plan for the development, improvement and sale of said land, does hereby establish, adopt and promulgate certain conditions, covenants and restrictions which shall be applicable to said real property; and

WHEREAS, it is deemed to be in the best interest of Developer and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, Developer, being the owner of all of said lots, does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on Developer, and all parties and persons claiming under it until December 31, 1991, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each, unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If Developer, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other

dues for such violations.

1-75-4068

Invalidation of any of these covenants by judgment or court order shall not nullify or annul the other provisions which shall remain in full force and effect.

Such conditions, covenants and restrictions are as follows:

1. The subject property shall be used for residential purposes only and no part of same shall ever be used for any business or commercial purpose or for carrying on a trade or profession; provided, however, that a home office incidental to the owners business may be maintained within the owner's residence. No residence trailers or mobile homes shall be allowed. No old houses shall be moved in without the prior written consent of the Architecture Control Committee. Used lumber may be used for constructions only after the prior consent of the Architecture Control Committee is obtained.
2. The property shall not be divided or resubdivided or cut into smaller parcels or tracts unless such resubdivision shall be expressly approved in writing by the Architecture Control Committee hereinafter named. Under no circumstances shall any resubdivision ever be approved unless all tracts resulting from such resubdivision contain at least an area one (1) acre in size and have adequate access. Only one single family dwelling shall be erected on the property unless a resubdivision of same is approved, in which event, only one single family dwelling shall be erected on any one tract. If any resubdivision of the property is permitted by the Architecture Control Committee, the creation of adequate utility easements will likewise be a prerequisite to the approval of any such resubdivision.
3. Buildings must be set back a minimum of 25 feet from the front property line adjacent to the street and 15 feet from the side and rear property lines, except that any barn erected must be a minimum of 45 feet from any property line. No structure shall be placed or permitted to remain in these reserved setback areas. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of a building. Fences may be constructed to the lot property lines. They must be of a type approved by the Architectural Control Committee, and must be of wood and/or masonry construction if placed across the front of the lot, or partially across the front of the lot facing the street. Within designated easements no structure shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change or retard the flow of water through drainage channels in the easements.
4. Permanent residences constructed on the subject property shall have a living area of no less than one thousand six hundred square feet (1,600 square feet) exclusive of garages, carports and porches. Separate garage buildings, storage facilities, servants' quarters of one story or a one-story guest house must be of all new material and must be of equal construction and design and color as the main residence. Any construction must have prior written approval of the Architecture Control Committee. The exterior of any residence shall be completed before occupancy may commence.
5. Permanent residences must be built before any other construction may commence on a lot. Written approval of the Architecture Control Committee will be required before any recreational vehicle or camper is stored or parked on the property.
6. No outside toilets shall be permitted.

7. In the event of the installation of septic-tank soil-absorption sewage-disposal system same shall be in accordance with minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of the Travis County Health Department and/or the City of Austin, Texas, if required by City ordinances. Written certification by inspecting agency that said installation is within said recommendations shall be presented to Developer by Buyer prior to occupancy of premises. Location and specifications of well and septic system shall be approved by the Architecture Control Committee prior to beginning construction of house.

8. No trade or commercial activity shall be carried on upon any lot, except that an office may be maintained by the subdivider or his assigns, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood; no poultry, cattle or other animals may be kept or maintained on any of said lots, save and except ordinary household pets and as more fully described hereinafter. One horse for each full acre owned may be kept and maintained; fencing of an approved manner must be provided. No part of this property shall be used for the sale, display, or storage of junk, used automobiles, or any activity that shall constitute a public or private nuisance.

9. No tract 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. No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as Developer in its best and sole judgment deems such storage to be in the best interest of the property.

10. No firearms shall be discharged, except that firearms for protection of the owner's family and property may be maintained on the premises. Other explosives will not be discharged on the premises.

11. Developer shall appoint an Architecture Control Committee from time to time. A majority of this 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. Said committee shall be empowered to consider requests for variances from the restrictions contained herein and to grant same if found by the committee to be desirable from the standpoint of balancing the needs of the applicant with the needs of all owners of adjoining property conveyed by Developer at such time as all lots in this subdivision contiguous to this subdivision which are a part of a tract originally composed of 650 acres have been sold. The Architecture Control Committee shall be dissolved and enforcement of these restrictions shall be in the manner prescribed by law for the enforcement of subdivision restrictions.

12. These restrictions are to run with the land until December 31, 1991, and extend automatically for additional periods of ten (10) years each unless the record owners of a majority of the tracts in this subdivision through a duly recorded written instrument or instruments amend or cancel the same.

13. All covenants and restrictions shall be binding upon Developer, its successors and assigns, and said covenants and restrictions are for the benefit of all tract owners.

14. Invalidation of any one of these covenants or restrictions by judgment of any court shall in no wise affect any of the other provisions which shall remain in full force and effect. Such restrictions may be changed only by vote of the majority of owners of the tracts in said subdivision, with each tract carrying one vote, not counting fractional tracts.

15. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

16. 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 five square feet advertising the property for sale or rent by a builder to advertise the property during the construction or sale period. All merchandising, advertising, and sales programs within the subdivision shall be subject to approval by Developer and shall be in conformity with the general marketing plan of the subdivision.

17. No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall be parked on any tract at any time except temporarily while such vehicles are being used in the construction of improvements on the premises within the subdivision.

18. No boats, boat trailers, travel trailers, or other similar property shall be allowed to remain in the driveway, front-yard or front street.

19. All mail boxes shall be of a type and design and placed in a location approved by the Committee and meeting the requirements of the postal authorities.

20. If any member of the household is under the age of 19 and is a bona fide member of a 4-H Club or the Future Farmers of America, then one animal per each such member (but not in excess of three) shall be permitted for the purposes of raising such animal for competition or as part of a club project. Provided however, that the animal shall be kept in a sightly pen or other enclosure and the lot shall be kept clean and in a sanitary and odorless condition.

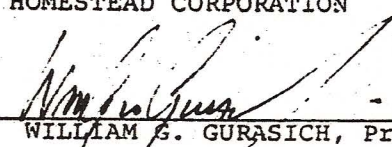
21. Conveyance of all lots or tracts shall be made subject to each and every, all and singular, the valid and existing mineral and/or royalty reservations, rights of way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record whether so expressly stated or not contained in a deed or deeds conveying said lots.

22. The Developer, its successors or assigns, reserves the right to alter and amend these restrictions. The purpose of such amendment or amendments by Developer, its successors or assigns, shall be to avoid hardship and to promote aesthetic development. For any amendment to be valid, 50% or more of the owners of the lots in the subdivision must approve the same in writing.

THE HOMESTEAD CORPORATION

NO SEAL

By

  
WILLIAM G. GURASICH, President

"DEVELOPER"

THE STATE OF TEXAS      Y  
                                      X  
COUNTY OF TRAVIS        X

1-75-4071

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM G. GURASICH, President of THE HOMESTEAD 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 the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of April, 1978.

**NOTARY SEAL**

*Bonnie J. Hunter*  
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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

MAY 1 1978



*Doris E. Haggard*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

*Doris E. Haggard*  
MAY 1 3 05 PM '78  
FILED  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS