

THE STATE OF TEXAS

COUNTY OF TRAVIS

MAY 19 68 REC'D 1798 * 450

KNOW ALL MEN BY THESE PRESENTS:

That the Austex Development Co., Ltd.,

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10-8854

being the sole owner of Creekside, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in the Plat Book 41, Page 9, Plat Records of Travis County, Texas, hereby imposes the following covenants, conditions, and restrictions upon all of said property:

1. 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.
2. No building shall be erected or placed on any lot in Creekside, nor shall any existing structure be altered, until the building plans and specifications and a plot plan have been submitted to and approved in writing by Austex Development Co., Ltd., or its successors. If said building plans and specifications and said plot plan be not approved or disapproved within thirty days following the date on which the same are submitted for approval, or if no injunction suit shall have been commenced prior to the completion of the work, then proper approval of the building plans and specifications and of the plot plan shall be conclusively presumed to have been had and obtained.
3. The total floor area of the main structure or dwelling, exclusive of one-story open porches and garages or carports, built on any lot in Creekside, shall contain not less than 1200 square feet and shall cost not less than \$12,000.00 based upon cost levels 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 the 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.
4. 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 set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet minimum, 35 feet maximum, to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set back lines. No dwelling shall be located on any interior lot nearer than 15 feet

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to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 6,500 square feet, except that dwellings may be erected or placed on lots as shown on the recorded plat of Creekside.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

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

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be placed on any lot at any time as a residence either temporarily or permanently.

9. No sign of any kind shall be displayed to the 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, or signs used by a builder to advertise the property during the construction and sales period.

10. 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 ferrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

11. No part of any of said property shall ever be used for a business or commercial purpose or for carrying on any trade or profession except that Austex Development Co., Ltd., its successors, or agents may erect and maintain sales offices and exhibit houses in Creekside.

12. No corner lot may be resubdivided or used so as to permit an additional dwelling to face on a side street.

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 a commercial purpose.

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14. No lot shall be used or maintained as 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.

15. No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two and six 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 property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a drive-way 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 sightlines.

16. No fence, wall, or hedge shall be built or maintained forward of the front wall line of any house erected on any lot, except for trellises, and decorative fences included in the architectural design of the house and these shall be no more than 15 feet from the front house wall line.

17. No existing dwellings shall be moved onto any lot in this subdivision.

18. 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 years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots in Creekside has been recorded, agreeing to change said covenants, conditions, and restrictions, in whole or in part.

19. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

20. Validation of any one of these covenants by judgment or a court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Witness its hand this 19th day of November, 1968.

AUTEX DEVELOPMENT CO., LTD.

PARTNER

3573 2055

THE STATE OF TEXAS

COUNTY OF TRAVIS

105857
BEFORE ME, the undersigned authority,
on this day personally appeared Nash Phillips,

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 conditions
therein expressed.

Given under my hand and seal of office this 19th day of November, 1968.

(NOTARY SEAL)

Dorothy J. Warming
Notary Public, 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

NOV 19 1968



Emilia Linsburg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

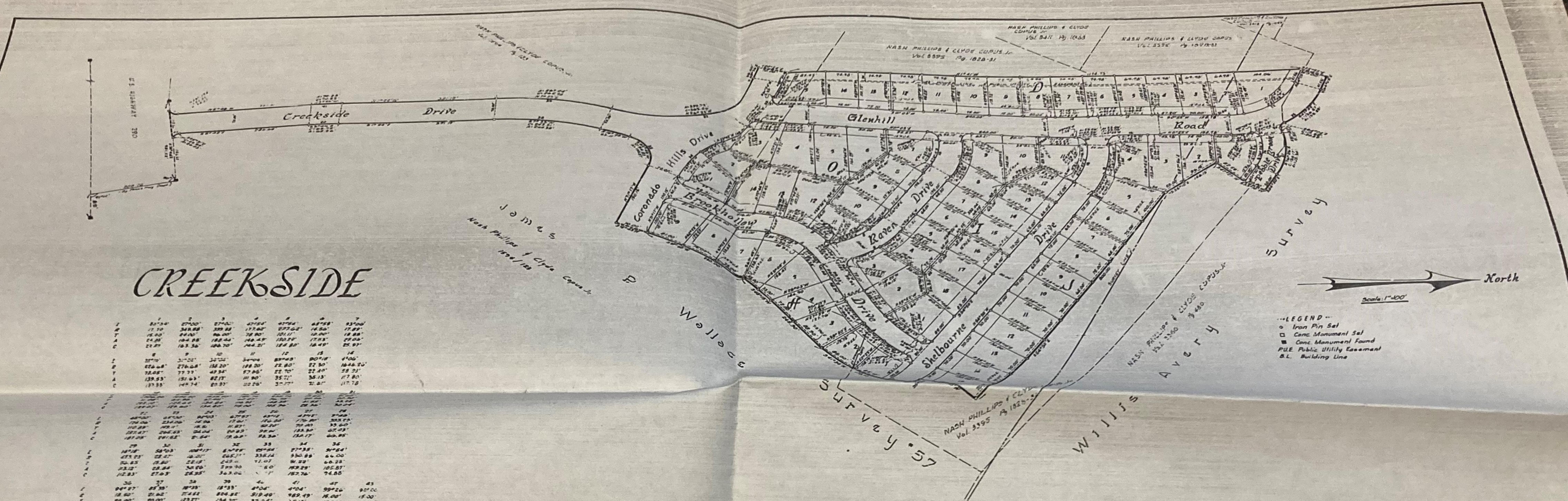
FILED

Nov 19 3 15 PM '68

Emilia Linsburg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

3573 2056

June 10-68 Rec'd A 4629 # 450



THE STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS - That, Austex Development Co., Ltd., does hereby subdivide 22.99 acres of land out of the J.P.Wallace Sur #574 Willis Averys Sur #8 in Travis County, Texas, consisting of portions of tracts conveyed to Austex Development Co., Ltd., by warranty deed recorded in volume 1142 page 52 of the Travis County Deed Records.

as shown herein, to be known as CREEKSIDE, and does hereby dedicate to the public all streets, easements, and rights-of-way as shown herein.

WITNESS MY HAND, this the 29 day of May A.D. 1968.

AUSTEX DEVELOPMENT CO., LTD.

Nash Phillips
Nash Phillips, Partner

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 Nash Phillips, Partner, 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 purposes and considerations and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of June, A.D. 1968.

Karenne Suttard
Notary Public, in and for Travis County, Texas

(SEN)

APPROVED FOR ACCEPTANCE:

Eugene M. Osborne
Eugene M. Osborne, Director of Planning
Date: June 5, 1968

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AUSTIN, TEXAS
This the 5th day of June, A.D. 1968.

James B. Allen
Secretary

Harold Brown
Chairman

FILED FOR RECORD at 3:35 o'clock P.M., this the 10 day of June, A.D. 1968.

Wanda Rich
Deputy

Emilie Limberg
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 10 day of June, A.D. 1968, at 3:35 o'clock P.M., and duly recorded on the 10 day of June, A.D. 1968.
WITNESS MY HAND AND SEAL OF THE COURT OF SAID COUNTY, the date last written above.

Wanda Rich
Deputy

Emilie Limberg
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.

J. D. Flanagan
registered professional engineer

6/6/68
date

C8-67-6