

71-0213

THE STATE OF TEXAS ()  
DEC 28-72 7362 \* 3.50

COUNTY OF TRAVIS ()

KNOW ALL MEN BY THESE PRESENTS:

That the Austex Development Company, Ltd., being the sole owner of all lots in Windsor Hills, Section 7 a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in the Plat Book , Page , Plat Records of Travis County, Texas, hereby imposes the following covenants, conditions, and restrictions upon all of said property:

1. LAND USE AND BUILDING TYPE. 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 a private garage for not more than three cars.

2. ARCHITECTURAL CONTROL. No building shall be erected or placed on any lot in Windsor Hills, Section 7 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 Company, 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. DWELLING COST, QUALITY AND SIZE. The total floor area of any single family structure or dwelling, exclusive of one-story open porches and garages or carports, built on any lot in Windsor Hills, Section 7 shall contain not less than 1100 square feet and shall cost not less than \$ 11,500.00 based upon cost levels prevailing on the date these covenants are recorded. 50% of first floor walls shall be masonry excluding gables.

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 herein for the minimum permitted dwelling size.

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 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 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. 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 set back line nor shall any dwelling be erected or placed on any lot having an area of less than square feet, except that dwellings may be erected or placed on lots as shown on the recorded plat of

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. NUISANCES. 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. No vehicle or motor repair work other than minor emergency repair shall be conducted on any lot or in the street or streets adjoining any lot. No "A"-Frame, hoist or other device for lifting vehicle or parts thereof, and no disabled vehicle shall be stored or parked in the open on any lot or on any street adjoining any lot.

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

9. SIGNS. No sign of any kind shall be displayed to the public view on any single family residential 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. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, crude oil 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.

11. COMMERCIAL USE. 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 Company, Ltd., its successors, or agents may erect and maintain sales offices and exhibit houses in Windsor Hills, Section 7.

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

13. 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 commercial purposes.

14. GARBAGE AND REFUSE DISPOSAL. 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. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines 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 lines, or in the case of a rounded property corner 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. FENCES, WALLS AND HEDGES. 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 trellisses, 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. EXISTING DWELLINGS. No existing dwellings shall be moved onto any lot in this subdivision.

18. 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 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 and instrument signed by a majority of the then owners of the lots in Windsor Hills, Section 7 has been recorded, agreeing to change said covenants, conditions and restrictions, in whole or in part.

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19. ENFORCEMENT. 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. SEVERABILITY. Invalidation 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 21<sup>ST</sup> day of December, 1972.

AUSTEX DEVELOPMENT COMPANY, LTD.

*Nash Phillips*  
Nash Phillips, Attorney-In-Fact

THE STATE OF TEXAS ()

COUNTY OF TRAVIS () 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, and in the capacity therein stated.

Given under my hand and seal of office this 21<sup>ST</sup> day of December, 1972.

NOTARY SEAL

*Beverly Crain*  
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

DEC 28 1972



*Louis Shakespeare*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED  
DEC 28 8 07 AM '72  
*Louis Shakespeare*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS