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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
"MEADOW POINTE"
LEGALLY KNOWN AS
NORTHTOWN WEST SECTION ONE

	4:29 PM 9322	1	4	25.00 IND
This DECLARATION, made on the date hereinafter set forth by Dessau Road Limited				04/05/9
Partnership, a Texas Limited Partnership, (dba) "Meadow Pointe", with its principal place of	4:29 PM 9322	1	4	5.00 REC
business in Austin, Travis County, Texas acting herein by its General Partner, Lampting, Inc.,				04/05/9
a Texas corporation, by C.W. Hetherly, Jr., President hereinafter referred to as "Developer";	4:29 PM 9322	1	4	1.00 SEC
				04/05/9
				49.78-CHK
				11.23-CHK

W I T N E S S E T H :

WHEREAS, Developer is the owner of all the lots, tracts and parcels of land which consist and comprise of "Meadow Pointe" legally known as Northtown West, Section One, a subdivision in the Alexander Walters Survey No. 67, Abstract No. 791 in Travis County, Texas, according to the plat thereof recorded in Vol. 93, Pages 371-373, of the Plat Records of Travis County, Texas; and

WHEREAS, Developer desires to impose certain restrictions, covenants and conditions on said lots, tracts and parcels in " Meadow Pointe", legally known as Northtown West, Section One;

NOW, THEREFORE, Developer hereby declares that all of the property located in the subdivision described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value of, desirability of, and which shall run with the real property and be binding on all parties having

any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

PART A

Residential Area Covenants

A-1. Land Use and Building Type. No lot, with the exceptions of Lot 1 Block I and Lot 1 Block A 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 (2) stories in height and a private garage for not less than one (1) nor more than three (3) cars. Provided, however, that nothing herein shall prohibit the right of the Developer or its nominee to maintain a sales office on any lot for as long as the Developer shall deem it necessary.

A-2. Architectural Control. No building, fence, wall or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the nature, kind, shape, height, materials and location of the same have been approved by the Developer, or an architectural committee appointed by the Developer as set out below, as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part B.

A-3. Dwelling Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story or split level dwelling. A two story dwelling must have minimum of 1600 square feet.

A-4. Building Location.

(a) 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.

(b) No building shall be located nearer than five (5) feet to any interior or rear lot line.

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

A-5. Fences.

(a) All fences shall be of wood or masonry construction and shall not extend nearer to the front street than the front wall of the principal building, nor nearer to any side street than the minimum set back line.

(b) No fence shall exceed six feet (6') in height.

(c) Wooden fences of a solid type shall be constructed so that the framing to which the slats are nailed shall be on the inside of the fence.

A-6. Masonry.

(a) Not less than fifty percent (50%) of the exterior wall area of the first floor of all single-family residences shall be of masonry veneer construction.

(b) In computing the area to be covered by masonry veneer, door and window openings on a wall shall be considered to be masonry. The area to be covered by masonry veneer shall be measured from the top of the slab to the top of standard door and window openings and shall not include the gable.

A-7. Roofs. Unless otherwise expressly approved by the Developer or Architectural Committee, all roofs shall be constructed with at least two hundred ten pound (210 lbs) weight composition, wood or tile shingles. There shall be no built-up roofs.

A-8. 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 or 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.

A-9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-10. Temporary Structures. No structure of a temporary character, trailer, mobile or motor homes, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-11. Signs. No sign of any kind shall be displayed to the public view on any lot except signs used by the Developer in connection with a sales office, one sign of not more than five (5) 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.

A-12. Oil and Mining Operations. 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, mineral 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.

A-13. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that adult dogs, cats or other household pets may be kept provided that (i) not more than seven pets are kept in one household; and (ii) they are not

kept, bred, or maintained for any commercial purpose. Unless under the immediate personal supervision and command of its owner or handler, no animal shall be allowed to run free, make an unreasonable amount of noise or to become a nuisance.

A-14. Garbage and Refuse Disposal. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be stored so as not to be visible from adjoining lots. No incinerator shall be kept or maintained on any lot.

A-15. Antenna and Transmission Lines.

(a) No antenna or other device for the transmission or reception of television or radio signals shall be erected, used or maintained outdoors on any lot which shall be visible from the street adjoining the front of said lot, unless approved by the Developer or Architectural Committee.

(b) Other than the main transmission lines along the perimeter of the subdivision, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Developer or Architectural Committee. No provision hereof shall be deemed

to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Developer or Architectural Committee.

A-16. Clothes Lines. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any lot unless they are erected, placed and maintained exclusively within an area not visible from any adjoining lot.

A-17. Machinery. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements, and except that which Developer may require for the operation and maintenance of the subdivision.

A-18. Further Subdivisions. No lot shall be further subdivided or separated into small lots or parcels and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed or transferred by any lot owner without the prior written approval of the Developer. This provision shall not, in any way, limit the Developer from subdividing or separating into small lots or parcels any property not yet platted or subdivided into lots owned by Developer. No portion of a lot but for the entire lot, together with the improvements thereon, may be rented, and only then to a single family.

A-19. Motor Vehicles. Except with approval of the Developer or Architectural Committee, no mobile or motor home, manufactured home, trailer of any kind, truck, camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle or boat be constructed, reconstructed, or repaired upon any lot in such a manner as will be visible from adjoining lots; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with, construction of any improvement approved by the Developer or Architectural Committee.

A-20. Shrubbery, Trees and Grass. Each owner of a lot within the subdivision shall keep all shrubs, trees, grass and plantings of every kind on his property (whether house is existing or not), including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event any dwelling remains vacant for the period of forty-five (45) days, the Developer or its authorized agents shall have the right at any reasonable time to enter upon any such lot to plant, replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon at cost to the owner.

A-21. Buildings. No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

A-22. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (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 ten (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.

A-23. Entrances to Subdivision. Notwithstanding any provision or provisions herein contained, the Developer shall be allowed to construct and maintain one or more entrance ways to the subdivision constructed of whatever design or materials deemed desirable by Developer, which such entry ways shall contain the name of the subdivision.

PART B

Architectural Control Committee

B-1. Membership. The Architectural Control Committee shall be composed of C. W. Hetherly, Jr., Dan Davidson, and a third person who shall be designated by C. W. Hetherly, Jr. and Dan Davidson. 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 Developer shall have the sole 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. Neither the Architectural Committee nor any member thereof (or the Developer should such a committee not be appointed) shall be personally liable to any person for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings or specifications of the construction pursuant to approved plans, drawings and specifications, or (ii) the development of any lot; provided, however, that with respect to the liability of a member (or the Developer) such member (or the Developer) has acted in good faith on the basis of such information as may be possessed by him.

B-2. Procedure. The committee's (or Developer's) approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, (or Developer) fails to approve or disapprove within ten (10) 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.

PART C

General Provisions

C-1. 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 (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. The restrictions may be amended during the first thirty (30) year period by an instrument signed by owners of not less than ninety percent (90%) of the lots in the subdivision and thereafter by an instrument signed by owners of not less than seventy-five percent (75%) of such lots.

C-2. 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.

C-3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 11-21 day of 5124 MAR., 1994.

Dessau Road Limited Partnership
a Texas Limited Partnership

By: Lampting, Inc.,
a Texas corporation,
Managing Partner

By: C. W. Hetherly, Jr.
C. W. Hetherly, Jr., President

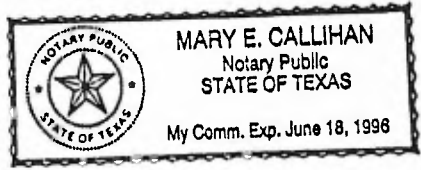
THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11th day of January, 1995, by C. W. Hetherly, Jr., President of Lampting, Inc., a Texas corporation, on behalf of said corporation, said corporation being the Managing Partner of Dessau Road Limited Partnership, and executing this instrument on behalf of said partnership.

Mary E. Callihan
Notary Public in and for the
State of Texas

My commission Expires:
6-18-96

MARY E. CALLIHAN
(Printed Name of Notary)




AFTER RECORDING, PLEASE RETURN TO:

Dessau Limited Partnership
P. O. Box 26676
Austin, Texas 78755-0676

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, on

APR 5 1995

 Dana DeBeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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