

EC 15-83 4077

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WE CERTIFY

TRAVIS TITLE CO.

44344

DECLARATION OF RESTRICTIONS

MILWOOD SECTION 23

3 48 9082

THE STATE OF TEXAS

COUNTY OF TRAVISI
I
I

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Restrictions made this the 13th day of December, 1983, by MILWOOD JOINT VENTURE, II, a Texas Joint Venture composed of BILL MILBURN, INC., a Texas Corporation, and PALMAR ASSOCIATES, LTD., a Texas Limited Partnership, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the sole owner of all lots in Milwood Section 23, a subdivision in Travis County, Texas, according to the map or plat 216C- thereof recorded in Volume 83, Page 217A, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes (hereinafter called the "Subdivision"), and desires to encumber the lots in the Subdivision with the covenants, conditions, restrictions, reservations and charges hereinafter set forth, which shall inure to the benefit and pass with the property, each and every parcel or resubdivision thereof, and shall apply to and bind the successors in interest and any other owner thereof:

NOW THEREFORE, Developer, the sole owner in fee simple of the Subdivision, hereby declares that all lots in the Subdivision shall be held, transferred, sold and conveyed, subject to the following covenants, conditions, restrictions, reservations and charges, hereby specifying and agreeing that this Declaration and the provisions hereof shall be and do constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of each lot, and the owners by acceptance of their deeds for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of this Declaration.

I.

PROPERTY SUBJECT TO THE DECLARATION

The property which is and shall be held, transferred, sold and conveyed, subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described as follows:

OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

All of the lots in Milwood Section 23 Subdivision in
Travis County, Texas, according to the map or plat of
record in Volume 83, Page 216C-, Plat Records of Travis
County, Texas. 217A

II.

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES

The property described in Section I hereof is encumbered by the covenants, conditions, restrictions, reservations and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvements of each lot for residential purposes within said subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate location; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper set-backs from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

A. Land Use and Building Types.

(1) No lots shall be used except for residential purposes. On each residential lot no building shall be erected, altered, placed or permitted other than a detached, single family dwelling not to exceed two (2) stories in height, with an attached private garage or carport for not more than two (2) cars.

(2) No building shall remain uncompleted for more than one (1) year after construction has been commenced.

B. Dwelling Size.

(1) Single Family Dwelling. The ground floor area of the main structure of the single story, single-family residence shall be not less than nine hundred (900) square feet, excluding all open and covered porches and garage units. If more than one (1) story, the combined area for the first and second floors shall be not less than one thousand, one hundred (1,100)

square feet. The Architectural Control Committee may approve a dwelling size containing less square feet, but such approval must be in writing.

C. Masonry. Each dwelling shall have not less than ten per cent (10%) of the exterior walls of masonry construction; provided, however, the Architectural Control Committee may waive this requirement in whole or in part, but any such waiver must be in writing.

D. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the front wall of any house.

E. Architectural Control. No building, wall, fence or any other improvement shall be erected or placed on, nor shall any building, wall, fence or any other improvement be altered, modified, added to or removed from any lot until the construction plans and specifications thereof and a plan showing the location of all buildings, walls, fences and other improvements, including, but not limited to driveways and setbacks, have been approved in writing by the Architectural Control Committee, hereinafter called "Committee". Nor shall the topography of the lot be enlarged in any way which will impede, restrict or in any way divert the flow of water without the prior written approval of the Committee. The approval of the Committee shall not be unreasonable or whimsically withheld.

The Committee shall be composed of three (3) members. The original members of the Committee shall be Bill Milburn, Jim Palmer and Gary Wright. Each Committee member shall serve at the pleasure of the Developer. In the event of the death, resignation or removal of any member of said Committee, the remaining member or members will have full authority to act until the member or members have been replaced. A decision of a majority of the Committee shall be binding on all members thereof.

The Committee in considering each set of plans and specifications and the plan showing the location of all improvements shall consider, among other things, the quality of design and materials, harmony of the design with existing structures and location with respect to topography and finished grade elevation.

The Committee's approval or disapproval of the plans and specifications and plot plan for the improvements to be erected or placed on a lot, or the plans and specifications for the alteration, modification, addition to or removal of any improvements located on a lot, within thirty (30) days after the same have been submitted to the Committee, then in that event the same shall be deemed approved and this covenant complied with. All plans and specifications shall be delivered to the Committee not less than thirty (30) days prior to the date construction is to be commenced at its office at 11911 Burnet Road, Austin, Travis County, Texas 78766, or any such other address as it may designate, by certified mail, return receipt requested, or delivered and a written receipt received therefor, and the date received by the Committee shall be considered the date of delivery to the Committee.

Anything herein to the contrary notwithstanding, the Committee is hereby authorized, at its sole discretion, to waive any requirements relating to carports, dwelling size, masonry requirements and fences and such decision shall be binding on all owners of lots encumbered by this Declaration.

F. Easements and Setbacks. Easements reserved and setback requirements are those set forth on the plat of record of the Subdivision on file in the Plat Records of Travis County, Texas. 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. The easement area of each lot shall not be fenced out of the lot and shall be maintained continuously by the owner of the lot.

G. Nuisances. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, or which is opposed to the purpose of these restrictions.

H. Temporary Structures. No structure of a temporary character, mobil home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or

permanent. No building may be moved on any lot. No racing vehicle, or any vehicle without a current license plate shall be permitted to remain on any lot or be parked on a street adjoining a lot.

I. Signs. No signs of any kind shall be displayed for public view on any lot, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builders to advertise the property for sale. All merchandising, advertising and sales programing shall be subject to the approval of the Committee.

J. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any character shall be permitted upon any lot.

K. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except any owner may keep no more than two (2) dogs, two (2) cats or two (2) other household pets, provided they are not kept, bred or maintained for any commercial purpose.

L. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for trash, garbage or other waste and the same shall not be kept, except in sanitary containers. Each lot owner shall contract with an independent disposal service to collect all garbage or other waste, if such service is not provided by the City of Austin.

III.

SIDEWALKS

The owner of each lot shall construct at his cost and expense and prior to his occupancy of the dwelling sidewalks, if any, as required by the City of Austin, or any other political subdivision in the State of Texas in which the lot is located, or as set forth on the recorded subdivision plat.

IV.

TERM

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2007, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots

encumbered by this Declaration, it is agreed to change said Declaration in whole or in part.

Any such instrument of amendment or termination must be executed and acknowledged by fifty-one per cent (51%) of the then owners of lots encumbered by this Declaration and filed of record in the Deed Records of Travis County, Texas. The instrument of amendment or termination shall be effective to amend or terminate this Declaration at the expiration of the initial year term, if such instrument is filed of record as set forth above during the initial term hereof; or if such instrument is filed of record as set forth above during any ten (10) year period of extension, this Declaration shall be amended or terminated (as the case may be) at the end of such ten (10) year period of extension. Notwithstanding anything contained herein to the contrary, the Developer, its successors or assigns, may amend these covenants at any time, or from time to time, in order to correct any typographical errors or other errors or omissions in form which, in the discretion of the Developer, its successors or assigns, may require amendment in order to properly reflect the intent hereof. Such amendments to correct typographical or other errors shall be effective on the date that such an amendment is filed of record in the Deed Records of Travis County, Texas, by the Developer, its successors or assigns. The Developer hereby assigns to Bill Milburn, Inc., a Texas Corporation, the foregoing right of amendment. Notwithstanding anything hereinabove, no amendment shall be effective until the approval of any governmental regulatory body which is acquired shall have been obtained.

V.

EXTERIOR MAINTENANCE

In the event the owner of any lot shall fail to maintain premises and the improvements situated thereon in a neat and orderly manner, the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and exteriors of the buildings and any other improvements erected thereon, all at the expense of the owner.

VI.

ENFORCEMENT

If the owner of any lot, or his heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the covenants set forth in this Declaration, it shall be lawful for any person or persons owning any lot encumbered by this Declaration, or Developer to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants. The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the Developer and other owners of lots in the Subdivision, thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. Such action may be brought against any person, firm or corporation violating or apparently about to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction of either a restraining or mandatory nature or both and of either a temporary or permanent nature or both, including, but not limited to one restraining construction of any improvements commenced, or about to be commenced, without the prior written approval of the Committee or for the removal of any improvement constructed without the prior written approval of the Committee. In the event enforcement actions are instituted and the party bringing such action is successful in obtaining any relief, then in addition to the remedies specified above, the party or parties against whom such relief was granted shall pay to the enforcing party costs and reasonable attorney's fees in such amount as the court may determine. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

VII.

SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges. If

one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

VIII.

NUMBER AND GENDER

The singular shall be treated as the plural and vice versa, if such treatment is necessary to interpret this Declaration. Likewise, if either the feminine, masculine or neuter gender should be any of the other genders, it shall be so treated.

EXECUTED this the 13 day of December, 1983.

MILWOOD JOINT VENTURE, II,
a Texas Joint Venture

BY: BILL MILBURN, INC.,
a Texas Corporation, Joint Venturer

By [Signature]

(Name) Bill Milburn

(Title) President

BY: PALMAR ASSOCIATES, LTD.,
a Texas Limited Partnership, Joint
Venturer

By A. H. Robinson III

A. H. ROBINSON, III, General Partner

By John Oscar Robinson

JOHN OSCAR ROBINSON, General Partner

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13 day of December, 1983, by Bill Milburn, President, of BILL MILBURN, INC. a Texas Corporation, Joint Venturer of MILWOOD JOINT VENTURE, II, a Texas Joint Venture, on behalf of said Joint Venture

Donna Pair
Notary Public, State of Texas

Donna Pair

(Printed/typed name)

My commission expires: 11-13-84

NOTARY SEAL

3 48 9090

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 14th day of DECEMBER
November,
 1983, by A. H. ROBINSON, III, General Partner, of PALMAR ASSOCIATES, LTD.,
 a Texas Limited Partnership, Joint Venturer of MILWOOD JOINT VENTURE, II, a
 Texas Joint Venture, on behalf of said Joint Venture.

James W. Brock
 Notary Public, State of Texas

JAMES W. BROCK
 (Printed/typed name)

My commission expires: JUNE 30, 1984

NOTARY SEAL

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 14th day of DECEMBER
November,
 1983, by JOHN OSCAR ROBINSON, General Partner, of PALMAR ASSOCIATES, LTD.,
 a Texas Limited Partnership, Joint Venturer of MILWOOD JOINT VENTURE, II, a
 Texas Joint Venture, on behalf of said Joint Venture.

James W. Brock
 Notary Public, State of Texas

JAMES W. BROCK
 (Printed/typed name)

My commission expires: JUNE 30, 1984

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 stamp hereon by me, on

DEC 16 1983



Laris Agnew
 COUNTY CLERK
 TRAVIS COUNTY, TEXAS

FILED
 DEC 16 10 55 AM '83
 COUNTY CLERK
 TRAVIS COUNTY, TEXAS

TRAVIS TITLE CO.
 ONE PARK NORTH
 8200 MOPAC, SUITE 240
 AUSTIN, TEXAS 78759