

10/18/1985 SSII

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PROTECTIVE RESTRICTIONS AND COVENANTS

FOR SIESTA SHORES SECTION II

SUBDIVISION IN TRAVIS COUNTY, TEXAS 0 3 98 6491

THE STATE OF TEXAS
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

That DEBCO, duly existing under the laws of the State of Texas and composed and consisting of Davorin Jutraz Jordan and Edward F. Jordan as partners, is the owner of the real property in Travis County, Texas, which is described by metes and bounds in the attached exhibit, which is marked EXHIBIT "A" and made a part hereof for all purposes and is further described in the map or plat of Siesta Shores Section II Subdivision, which is recorded in Volume 86 and Page 10-D, Plat records of Travis County, Texas.

Said partnership desires to create and carry out a uniform plan for the improvement, development and sale of all the lots in said Subdivision, for the benefit of the present and future owners of said lots, and for the protection of property values therein; and, to that purpose, DEBCO hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in said Subdivision; and each contract or deed which may be hereafter executed with regard to any of the lots in said Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

PROTECTIVE COVENANTS

- (1) USE No use will be permitted other than for a single-family private residential purpose; there may also be constructed garages, servant's quarters and/or guest

quarters, so long as the same are used only in conjunction with such single-family, private residence. No part of structures shall be used for any trade or profession or any commercial use of any kind or any advertisement thereof or for any church or any gathering of the public or any organization of any kind. No structure shall be converted into or used as a duplex, apartment house or any form of multiple dwelling.

(2) LOT AREA No part of the property hereby conveyed shall be resubdivided.

(3) ARCHITECTURAL CONTROL COMMITTEE DEBCO shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which committee shall serve at the pleasure of DEBCO. After the initial sale of all of the lots in the Subdivision, or at an earlier time determined by DEBCO, the Architectural Control Committee shall be appointed and administered by the Home Owners Association of Siesta Shores Section II, Inc. The Architectural Control Committee shall have the power necessary and reasonable to perform the acts and enforce the standards indicated below. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. It shall be the purpose of said Committee in reviewing plans, specifications, and plot plans, to insure harmony of the exterior and structural design and quality with existing structures. The Committee shall govern by a plural majority.

(4) STRUCTURES (a) No dwelling shall be erected or permitted to remain having a floor area of less than 1500 square feet (when measured to exterior walls), exclusive of attached garages or other similar appendages unless otherwise approved by the Architectural Control Committee.

(b) No improvements shall be placed or altered until the building plans, specifications, and plot plan of

the location of such improvements on the lot, have been approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee disapproves of any such plans, specifications and/or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which may be supplied with the submission. Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.

(c) No structure shall be used until the exterior thereof, as approved pursuant to subparagraph (b) above, and sanitary sewerage disposal facilities (complying with 16 below) are completely finished.

(d) No dwelling shall be located nearer than twenty (20) feet to any exterior line (i.e., any road easement), nor nearer than ten (10) feet to any interior line, except that:

(e) The set-back lines may be relaxed by decision of the Architectural Control Committee, if the above-prescribed distances are not feasible, considering the terrain of the lot.

(f) No structure shall be placed on any lot which (by reason of high walls or fences, excessive height, specially peaked roof design, etc.) unreasonably will obscure the view of Lake Travis or the surrounding hill

country from a dwelling located or reasonably to be located upon an adjacent tract.

(g) No trailer, tent, shack, garage, barn, or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot, except during construction of permanent structures.

(h) With reasonable diligence, and in all events within one (1) year from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior, and all temporary structures, building equipment, materials and supplies shall be removed or kept inside the residence.

- (5) SIGN No for sale or for rent signs may be displayed without the prior written approval of the Architectural Control Committee; and no other type of sign or advertising may be displayed.
- (6) NUISANCES No noxious or offensive activity shall be carried on or maintained, nor shall anything be done or permitted to be done thereon which may be or become a nuisance.
- (7) FIREARMS The use or discharge of firearms is expressly prohibited.
- (8) GARBAGE AND TRASH DISPOSAL The property shall not be used as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. During the construction of improvements no trash shall be burned on any lot except in a safe incinerator, and, unless so burned, shall be removed by the owner.

- (9) STORAGE OF MATERIALS No building material of any kind shall be placed or stored upon the property except during actual bona fide construction; and then, such material shall be placed within the property lines of the property on which the improvements are to be erected, and after one (1) year from the beginning of construction, shall be removed or be kept within the residence.
- 10) ANIMALS No horses, cows, sheep, goats, swine, poultry, or livestock of any kind may be kept except that house pets may be kept provided they are not kept, bred, or maintained for any commercial purposes and do not exceed the number usually and reasonably owned by a single family.
- 11) DRAINAGE STRUCTURES 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.
- 12) UNSIGHTLY STORAGE If open carports are used, no unsightly storage shall be permitted therein that is visible from the street or adjacent lots. No trucks, or unsightly vehicles shall be stored or kept for the purpose of repair except in enclosed garages, carports or storage facilities protected from the view of the public.
- 13) OFF-STREET PARKING Both prior to and after the occupancy of a dwelling, the owner thereof shall provide appropriate space for off-the-road-easements parking for his vehicle or vehicles and for vehicles of his guests.
- 14) SEWERAGE No outside toilets will be permitted. No installation of any kind for disposal of sewerage shall be allowed which would result in raw or untreated sewerage being carried into the waters of Lake Travis. No means of sewerage disposal may be installed or used except a septic tank or similar or improved sanitary method of sewerage disposal, meeting the requirements of an approval of the proper governmental authority having jurisdiction with

respect thereto. The drainage of septic tanks or other sewerage disposal facilities into any ditch or easement, either directly or indirectly, is prohibited.

- 15) EASEMENTS A perpetual easement is reserved over and across the property for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair and maintain, electric power, water, sewerage, gas, telephone, and similar utility facilities and services; and, so that they may install and repair devices and facilities necessary to insure proper water drainage.
- 16) OIL, GAS, AND MINERAL DEVELOPMENT No oil or gas drilling, oil and gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the property, nor shall oil or gas wells, or tunnels, mineral excavations, or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained, or permitted upon any part of the property at any time while these restrictions remain in force and effect. These restrictions shall not prohibit the drilling and production of water wells.
- 17) COVENANTS RUNNING WITH THE LAND All of the restrictions, covenants, and easements herein provided for each member of the Architectural Control Committee and shall be covenants running with the land. DEBCO, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies elsewhere provided herein to an injunction either prohibitive or mandatory.

- 18) LIABILITY It is stipulated that neither DEBCO, Davorin Jutraz Jordan, or Edward J. Jordan, shall ever be liable for the failure of any purchaser of any of said property or any other person to observe or comply with said restrictions, covenants and easements, or any of them, nor shall they be compelled to institute any proceedings to enforce the observation of or compliance with the same and they do not now have nor shall they ever be charged with or ever have any financial liability, duty, or obligations to do or refrain from doing or to perform or to refrain from performing any act or service or thing of any kind.
- 19) MAINTENANCE FUND Each lot shall be subject to an annual maintenance fund assessment as determined by Architectural Control Committee with the approval of the Home Owners Association of Siesta Shores Section II, Inc., which shall amount to Ninety-five (\$95.00) Dollars per year if a residence has been erected thereon, Seventy-five (\$75.00) Dollars per year if no residence has been erected thereon, payable on or before February 1st, in advance each year. Upon acceptance of any contract or conveyance to any lot in Siesta Shores Section II Subdivision, each grantee, DEBCO, and each of the undersigned, for himself, his heirs and assigns, agrees that each such assessment is a part of the consideration for such contract or conveyance, and shall be, and is hereby secured by a lien on each such lot, such lien being subordinate to any valid recorded lien for the construction of improvements upon such lot or upon the improvements thereon, and shall be payable to Home Owners Association of Siesta Shores Section II, Inc. in Travis County, Texas, or to such other person or corporation as Home Owners Association of Siesta Shores Section II, Inc. may designate by instrument filed of record in the office of the County Clerk of Travis County, Texas, to be used only for the purpose of maintaining or improving the road easements, or doing any other things necessary or desirable

to keep the Subdivision neat, clean, and in good order, or which will be for the benefit or enjoyment of the lot owners in the Subdivision generally. Each year after 1985, the amount of the assessment shall be increased in an amount proportionate to the increase in the Consumer Price Index for the preceding year. Each such increased assessment shall be rounded off to the nearest even dollar figure.

- 20) ASSOCIATION MEMBERSHIP All purchasers of a lot or lots and all adult persons, except domestic servants, residing permanently or temporarily in the Subdivision must be members of the Home Owners Association of Siesta Shores Section II, Inc..
- 21) AMENDMENTS Such restrictions and covenants may be amended or change at any time by the affirmative vote of the then owners of at least thirty (30) of the forty-one (41) lots shown by the recorded plat of Siesta Shores Section II Subdivision, evidenced by a written agreement signed and acknowledged by the then owners of at least thirty (30) of such lots; such amendment or change shall become effective upon such written agreement being filed for record in the office of the County Clerk of Travis County, Texas; provided, however, that the person or persons requesting an amendment or change shall bear all expenses in connection therewith, and that no amendment shall place an additional burden or restriction on any lot in the Subdivision where the owner of such lot or lots does not join in such amendment or change.
- 22) PARTIAL INVALIDITY Invalidation of any covenant, restriction, etc. (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, etc.--all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions of the DRCO or such person or entity as it may

subsequently appoint, shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

23) DURATION OF RESTRICTIONS (a) The restriction and covenants herein provided for and adopted shall remain in full force and effect until December 31, 2005, unless sooner amended as herein provided.

(b) At the end of the term provided in (23)(a) above, and at the end of each of ten (10) year extension herein provided, the restrictions and covenants herein provided for shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date of that such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by all the owners of thirty-seven (37) or the forty-one (41) lots within said Subdivision.

EXECUTED this 26th day of August, A. D., 1985.

_____, by

Davorin Jutraz Jordan
DAVORIN JUTRAZ JORDAN, PARTNER

Edward F. Jordan
EDWARD F. JORDAN, PARTNER

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of August 26, 1985 by Davorin Jutraz Jordan, in his capacity as a partner in the partnership DEACD.

NOTARY SEAL

Carolyn Penick
Notary Public, State of Texas

Carolyn Penick
Printed or typed name
My Commission Expires: 3/10/86

STATE OF
COUNTY OF

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This instrument was acknowledged before me on the 22nd day of August, 1985 by Edward F. Jordan, in his capacity as a partner in the partnership DEACO.

Janne B. Mooney
Notary Public, State of
Janne B. Mooney
Printed or typed name
My Commission Expires: _____

Notary Public, State of Florida
My Commission Expires Oct. 13, 1987.
Bonded thru Tary Ins. Insurance, Inc.

NOTARY SEAL

FILED

OCT 18 3 14 PM '85

Chris Anderson
COUNTY CLERK
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 herein by me and
was duly RECORDED, in the volume and Page of the
named RECORDS of Travis County, Texas, on

OCT 18 1985



Chris Anderson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

KSON, BINGAMAN & DUFOUR
ATTORNEYS AT LAW
1000 A FORTH INTERNATIONAL BLDG.
AUSTIN, TEXAS 78701