

PEDERNALES BEND SUBDIVISION

1100

Restrictive Covenants

1-93-7527

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THE STATE OF TEXAS §
COUNTY OF TRAVIS §

RECITALS

1. Paggi Ranch Trust (hereinafter called "Developer"), the sole owner of all lots in Pedernales Bend Subdivision, a subdivision in Travis County, Texas, (hereinafter called the "subdivision", according to the Plat thereof recorded in Book 77, Page 243 of the Plat Records of Travis County, Texas.

NOW, THEREFORE, Developer hereby declares that the covenants, restrictions and easements hereinafter set forth are to run with the property for the purpose of enhancing and protecting the value and desirability of the property and shall benefit and be binding upon the owners and purchasers of any of the lots in the subdivisions, their heirs, personal representatives, successors and assigns.

ARTICLE I

Definitions

The following words, when used in this statement of restrictions and covenants (unless the context shall so prohibit) shall have the following meanings:

A. The term "Owner" shall mean the owner of the fee simple title to a lot or lots in the subdivision. The term "Owner" shall include Developer if and to the extent Developer is owner of fee simple title to any lots in the subdivision. In the case of a contract for deed or similar instrument ("Contract for Deed") in which Developer is the owner of fee simple title to the lot described therein and is Seller in said Contract for Deed and a third party is Purchaser in said Contract for Deed, Developer shall be deemed to be the Owner of the lot described in said Contract for Deed until all obligations provided for in said Contract for Deed have been fully performed, whereupon said third party (Purchaser) or the heirs, successors, assigns or legal representatives of said third party (Purchaser) shall be deemed to be the Owner of said Lot.

B. The term "Purchaser" shall mean the purchaser of a lot in the subdivision under a Contract for Deed.

C. The term "subdivision" shall mean and refer to the above described Pedernales Bend Subdivision, and the term "lot" shall mean and refer to any platted lot and resubdivided lot within the aforementioned subdivision which becomes subject to the terms, provision and covenants herein contained.

D. The term "Developer" shall mean and refer to Paggi Ranch Trust, its successors and assigns.

ARTICLE II

1-93-7528

Use of Land

Section 1. All lots in Pedernales Bend Subdivision shall be used solely for residential purposes except that tract shown upon the recorded plat as "Pedernales River Bend Park."

Section 2. Pedernales Bend Park hereby is dedicated as a park area for the use and benefit of the Property Owners within the Pedernales Bend Subdivision; residents of the Laguna Vista Subdivision, and any future property owners of the remaining Paggi Ranch.

Section 3. No noxious or offensive trade or profession shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

Section 4. No sign of any kind shall be displayed to the public view on any tract within the subdivision without prior approval by the Architectural Committee except the usual and necessary marker to designate the home of the occupant; or a sign by the builder or developer to advertise the property during the construction and/or sales period.

Section 5. All trash or garbage is to be incinerated or hauled away at the landowner's expense and no site or tract shall be used for the disposition or dumping of trash of any nature whatsoever.

Section 6. Should any tract be fenced, the fencing shall be constructed in a workmanlike manner of new materials and shall be approved by the Architectural Committee prior to any construction.

Section 7. The keeping of any poultry, cattle, horses, or other livestock of any character is prohibited on any lot. This shall not preclude the keeping as pets of animals other than the above mentioned, provided they are not kept or bred for any commercial purposes.

Section 8. No drilling, mining, exploration or other types of operations for oil, gas, and/or other minerals such as sand, gravel, limestone, coal, lignite or iron or other substances, mineral or metal, shall be permitted to be conducted on any lot or tract in the subdivision.

Section 9. No vehicle or vehicles in non-operation condition shall be permitted to remain on any lot longer than 60 days except, however such vehicle or vehicles may remain longer if they are housed in enclosed storage.

Section 10. These restrictions, covenants and conditions may be enforced by the Developer or by the Owner of any lot in the subdivision or by the Association, either by proceedings for injunction or to recover damages for breach thereof, or both.

Section 11. Lots fronting on the 715' Mean Sea Level Line may be resubdivided into lots containing not less than one acre of land and a 100' minimum width at the 715' Mean Sea Level flood line.

Section 12. All remaining lots may be subdivided or resubdivided into tracts containing a minimum of two acres each, with a minimum of 200 feet in width at road frontage.

ARTICLE III

1-93-7529

Architectural Restrictions

Section 1. No building shall be erected or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography. Approval shall be provided in Section 3 of this Article.

Section 2. The Architectural Committee shall be composed of Robert C. Duke, Janet Paggi Grandinetti and Melvin Mathis, of Travis County, Texas. Such Committee shall continue to serve for an indefinite period without compensation. A member may resign and the two remaining members shall then appoint a successor who must be a landowner within the subdivision.

Section 3. The Committee's approval or disapproval as required above shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after the complete plans and specifications shall have been submitted to it, approval will not be required and the related covenant shall be deemed to have been fully complied with. However, should the Architectural Committee fail to act within the thirty (30) day period after receiving complete set of prints and specifications, said property owner does not have the right to violate any of the restrictive covenants set out in this statement.

Section 4. Lots fronting on the 715' Mean Sea Level (MSL) flood line shall be restricted to houses containing a minimum of 1,000 square feet of floor space, exclusive of porches and garages. All other land located within the subdivision shall be restricted to a minimum of 750 square feet of floor space, exclusive of porches and garages.

Section 5. No building or structure of any kind shall be erected upon any tract until a residence has been completed. Save and except, in such case that Purchaser has a completed residence on adjoining property, and meets all architectural approvals as required in other sections of these Architectural Restrictions, prior to commencing construction.

Section 6. All structures shall be constructed of new materials.

Section 7. No building materials shall be stored upon the premises until immediately prior to the commencement of construction. Once construction has commenced, it must be carried forward to the completion of at least the exterior shell of the building within a period of six months, however, the Architectural Committee may, in appropriate cases, extend the time for completion of improvements.

Section 8. Each house constructed within the subdivision shall be connected to a septic tank of a design sufficient to meet the requirements of the State Health Department, the County, of Travis, the City of Austin, and the Lower Colorado River Authority.

Section 9. No mobile homes shall be permitted on the property. Modular or prebuilt housing of the permanent type are permitted, subject to approval of the Architectural Committee as provided for herein.

Section 10. No temporary structures, including but not limited to mobile homes, tents, shacks and outbuildings shall be erected upon the premises, nor shall any building or structure be moved upon the premises.

Section 11. No building or structure of any kind

shall be located on any lot nearer to the street line than ten feet (10'), nor nearer to any side line than five feet (5').

1-93-7530

ARTICLE IV

General Provisions

Section 1. Term. Covenants and Conditions of this Declaration shall run with the lots in the Subdivision subject hereto and shall be binding upon all Owners and Purchasers of such lots and all persons claiming under them for a period of fifteen (15) years from the date these covenants are filed of record in the Deed Records of Travis County, Texas; after which time these Covenants shall be automatically extended for successive periods of ten years, unless an instrument of termination in writing, executed and acknowledged by a majority of the Owners of fee title to the lots in the subdivision subject hereto, is filed of record in the Deed Records of Travis County, Texas, terminating or revising these covenants.

Section 2. Amendments. This Declaration and any or all of the conditions set out herein may be amended by an instrument of amendment meeting the following requirements: The instrument of amendment shall be in writing and shall be executed and acknowledged by eighty per cent (80%) of the Owners of fee title of the lots in the subdivision subject hereto and must be filed of record in the Deed Records of Travis County, Texas; provided, however, the Developer hereby reserves and shall at all times have the right to amend this Declaration without the consent of any other person for the purpose of correcting any typographical or other error in this Declaration. The instrument of amendment shall be deemed to be effective on the date the instrument is filed of record in Travis County, Texas. Any amendment to these covenants shall be binding on all lots in the subdivision subject hereto and the Owners and Purchasers thereof, after the effective date thereof.

Section 3. Notices. Any notice required to be sent to any Owner or Purchaser under the provisions of these covenants shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Owner or Purchaser on the records of Developer at the time of such mailing. This Section shall never be deemed to obligate Developer to maintain records of addresses or to give notices. It shall be the duty of each Owner and Purchaser to keep Developer currently advised as to the addresses of Owners and Purchasers.

Section 4. Developer. The term "Developer" shall mean the above named Developer, its successors and assigns, and shall include any person or entity to which Developer may assign and/or delegate its rights and privileges, duties and obligations hereunder, which rights and privileges, duties and obligations are and shall be assignable. In this connection, Developer shall have the right but not the obligation to assign his rights and privileges duties and obligations, in whole or in part, to any persons, firms, corporations or other business entity. Developer shall be relieved of any and all responsibility under these covenants if an to the extend Developer shall make such assignments.

1-93-7531

Section 5. Severability. In the event any of the provisions of these covenants conflict with any other provisions hereof and/or with the applicable plat, the more restrictive provisions shall govern. If any paragraph, section, sentence, clause or phrase of the covenants shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of these covenants shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been imposed and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses and phrases shall become or be illegal, null or void.

MADE, EXECUTED AND DELIVERED this 16th day of January, 1979, A.D.

PAGGI RANCH TRUST

Robert C. Duke
Robert C. Duke, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert C. Duke, 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 considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 16th day of January, 1979., A.D.

NOTARY SEAL

Jeanne B. Dowell
Notary Public in and for
Travis County, Texas

JEANNE B. DOWELL
NOTARY PUBLIC IN AND FOR
TRAVIS COUNTY
MY COMMISSION EXPIRES
AUGUST 31, 1980

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stated herein by me, and was duly RECORDED in the Volume and Page of the General RECORDS of Travis County, Texas, as Shaded herein by me, on

JAN 16 1979



Jeanne B. Dowell
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
JAN 16 3 41 PM '79
Doris H. ...
COUNTY CLERK
TRAVIS COUNTY, TEXAS