

1983
192

DECLARATION OF RESTRICTIONS

MILWOOD SECTION 11

3-23-0381

~~JUN 13-83~~ 5206 * 1980
THE STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL PERSONS BY THESE PRESENTS:
§

This Declaration of Restrictions made this 7th day of June, 1983, by MIDWOOD JOINT VENTURE, a Texas joint venture composed of BILL MILBURN, INC., a Texas corporation, and PALMAR ASSOCIATES, LTD, a Texas limited partnership, hereinafter collectively called "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the sole owner of all lots in Milwood Section 11, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 81, Page 237, 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 the 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:

DEED RECORDS
Travis County, Texas

8119 . 724

All of the lots in ,MILWOOD SECTION 11, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 81, Page 237, Plat Records of Travis County, Texas.

3-23-0382

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 four (4) 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 a single story, single-family residence shall be not less than one thousand two hundred (1,200) square feet, excluding all open and covered porches and garage units. If more than one story, the combined area for the first and second floors shall be not less than one thousand four hundred (1,400) square feet. The Architectural Control Committee may approve a dwelling size containing less square feet, but such approval must be in writing.

C. 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.

3-23-0383

D 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 unreasonably or whimsically withheld.

The Committee shall be composed of three (3) members. The original members of the Committee shall be Bill Milburn, Blake Kuhlman and Barney Reynolds. The 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 remaining members shall have the authority to designate a successor by filing with the Committee a written designation of the successor. In the event of the death or resignation 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, 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

3-23-0384

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.

E. 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.

F. 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.

G. Temporary Structures. No structure of a temporary character, mobile 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.

H. 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 programming shall be subject to the approval of the Committee.

I. 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.

J. 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.

3-23-0385

K. 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 parties and 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 percent (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.

3-23-0386

V.
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.

VI.
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.

VII.
NUMBER AND GENDER

3-23-0387

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 9 day of June, 1983.

MILBURN JOINT VENTURE,
a Texas joint venture

By: BILL MILBURN, INC.,
a Texas corporation,
Joint Venturer

By: Michael L. Cook
MICHAEL L. COOK,
Vice-President

NO SEAL

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 7th day of June, 1983 by MICHAEL L. COOK, Vice President of BILL MILBURN, INC., a Texas corporation, joint venturer of MILWOOD JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.

Daniel W. Nelson
Notary Public in and for
The State of Texas

DANIEL W. NELSON
(typed or printed name)

My commission expires:
8/7/84

3-23-0388

NOTARY SEAL

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9 day of June, 1983 by A. H. ROBINSON, III, General Partner of PALMAR ASSOCIATES, LTD., a Texas limited partnership, joint venturer of MILWOOD JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.

Donna Pair
Notary Public in and for
The State of Texas

Donna Pair
(typed or printed name)

My commission expires:
11/13/84

NOTARY SEAL

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9 day of June, 1983 by JOHN OSCAR ROBINSON, General Partner of PALMAR ASSOCIATES, LTD., a Texas limited partnership, joint venturer of MILWOOD JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.

Donna Pair
Notary Public in and for
The State of Texas

Donna Pair
(typed or printed name)

My commission expires:
11/13/84

NOTARY SEAL

FILED

JUN 14 9 30 AM '83

Doris Anapolina
COUNTY CLERK
TRAVIS COUNTY TEXAS

UNRECORDED INSTRUMENT

8119 . 724

STATE OF TEXAS
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



JUN 14 1983

Doris Anapolina
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RETURN TO:
CLARK, THOMAS, WINTERS & SHAPIRO
P. O. BOX 1148
AUSTIN, TEXAS 78767
ATTN: LYNN MILLER

8119 . 732