

THE STATE OF TEXAS X
 COUNTY OF WILLIAMSON X

KNOW ALL MEN BY THESE PRESENTS:

That ANDERSON MILL VILLAGE JOINT VENTURE, a Texas Partnership, is the sole owner of Anderson Mill Village, a subdivision of 59.421 acres of land out of the Elisha Allen 1/4 League as shown by map or plat of said subdivision, recorded in Cabinet D, Slides 347-349, Plat Records of Williamson County, Texas, and as owner thereof ANDERSON MILL VILLAGE JOINT VENTURE desires to adopt a plan for the development of Anderson Mill Village which shall be binding on ANDERSON MILL VILLAGE JOINT VENTURE and upon its successors in title to the land in said Anderson Mill Village.

NOW, THEREFORE, for and in consideration of the mutual benefits to the developer and future owners of the property in Anderson Mill Village, ANDERSON MILL VILLAGE JOINT VENTURE, a Texas Partnership having its principal offices in Austin, Travis County, Texas, acting by and through its president, does hereby make the said Anderson Mill Village subject to the following restrictive covenants, to-wit:

A.

- A-1 LAND USE AND BUILDING TYPES. 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 or duplex dwelling not to exceed two stories in height, with an attached private garage or carport for not more than four cars. Duplex units shall be confined to Block "A", Lots One(1) through Six(6), inclusive, Block "B", Lot One(1), and Block "C", Lots Two(2) through Seven(7), inclusive.
- A-2 ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until a copy of the construction plans, specifications and a site plan has been submitted and approved by the Architectural Control Committee or its designated representative. Said plans shall remain in the possession of said committee until this subdivision has been built in its entirety. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 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.

A-3 DWELLING COST, QUALITY, AND SIZE. No dwelling, exclusive of open porches, garages, carports and patios, shall be permitted on any lot at a cost of less than \$25,000.00 for a single family dwelling, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one story open porches and garages, shall be not less than;

	MINIMUM GROUND FLOOR SQUARE FOOTAGE		MINIMUM COMBINED SQUARE FOOTAGE
	Single Story	Two Story	for Two Story Structure
Single Family	900	600	1,200
Duplex	1,600	700	1,600

A-4 BUILDING LOCATION. On Residential Lots, (1) All building shall be set back from the front street 25 feet from the property line. (2) All buildings shall be set back from the side street 15 feet from the property line. (3) There shall be a side yard on each side of the building and a rear yard. (4) The total width of the side yards shall not be less than shown on the following schedule:

<u>Width of Lot at Building Line</u>	<u>Total Side Yard Required</u>
60 ft. or less	10.0
61 ft.	10.5
62 ft.	11.0
63 ft.	11.5
64 ft.	12.0
65 ft.	12.5
66 ft.	13.0
67 ft.	13.5
68 ft.	14.0
69 ft.	14.5
70 ft. or greater	15.0

Compliance with the side yard requirements set forth above shall be deemed satisfied if the total average widths of those portions of the sideyards

adjacent to the building or structure, determined as hereinafter provided equal or exceed the applicable side yard requirement. The average width of each side yard shall be average of the two distances between the side lot line and the two corners of the building or structure nearest thereto; provided, at no point shall any actual side yard width be less than 5 feet. For the purposes of these covenants, eaves, steps, 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, WALLS, HEDGES. No exterior fences, walls and hedges may be erected, placed or altered on any lot in this subdivision until plans and specifications showing the construction and location of such walls, fences, or hedges are submitted to the Architectural Control Committee and approved as to design, materials and height. No hedge, fence or wall may be erected, placed or altered on any lot nearer to any street than the building setback line on that lot, unless approved by the Architectural Control Committee.
- A-6 LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having an area of less than 5,750 square feet. No resubdivision shall be permitted that would increase the total number of lots within Anderson Mill Village.
- A-7 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 of 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-8 NUISANCES. No noxious or offensive activities 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-9 TEMPORARY STRUCTURES OR EMPLACEMENTS. No structure or placement of a temporary character, mobile home, trailer, derelict, junk or racing vehicle, or any vehicle without a current license plate, or tent, shack, barn or other

outbuildings that are larger than 8 feet by 10 feet in width and length and 8 feet high shall be erected, placed, driven, altered or permitted to remain on any lot at any time, either temporary or permanent without the prior consent of the Architectural Control Committee. No residential building or mobile home may be moved upon any lot in this addition and be used as a residence.

- A-10 SIGNS AND SALES PROGRAM. No signs of any kind shall be displayed for public view on any lot except one sign of not more than 5 square feet advertising the property during the construction and sale period. All merchandising, advertising, and sales programming in Anderson Mill Village shall be subject to approval by the developer and shall be in conformity with the general marketing plan for Anderson Mill Village.
- A-11 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations at any time 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 drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.
- A-12 LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- A-13 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same 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.
- A-14 WATER SUPPLY. No individual water supply system shall be permitted on any lot.
- A-15 SEWAGE DISPOSAL. No individual sewage system shall be permitted on any lot.
- A-16 SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sight line at elevations between 2 and 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 line and a line connecting them at points 25 feet from intersection of the property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within 10 feet from an 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- A-17 MASONRY REQUIREMENTS. Residences located on all lots shall have a minimum of 25% of their exterior walls of the first floor of stone or masonry construction.
- A-18 SIDEWALK REQUIREMENTS. Lots within Anderson Mill Village shall have a concrete sidewalk as required on the final plat and installed at such time as a residence is constructed thereon, along the street right-of-way between the lot line and curb line or within such sidewalk easements as may be provided on the lot, whichever the case may be, and construction shall be in accordance with the specifications of the City of Austin.

B.

- B-1 ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The Architectural Control Committee is composed of the following members:

James G. Vier
Bill Milburn
Susan Spillar

The committee may designate a representative to act for it. The ANDERSON MILL VILLAGE JOINT VENTURE shall have the full authority to designate successors as necessary. Neither the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots in Anderson Mill Village shall have the power through a duly recorded written instrument to change the membership of the committee or to restore to it any of its powers or duties as they may pertain to Anderson Mill Village.

- B-2 PROCEDURES. The committee's approval or disapproval as required in these covenants shall be in writing.

C.

- 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 40 years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by then owners of a majority of the lots has been recorded, agreeing to change such covenants in whole or in part.
- C-2 ENFORCEMENT. Enforcement shall be by proceeding in 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 of Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

WITNESS its hand at Austin, Texas this 17th day of July, 1981.

ANDERSON MILL VILLAGE JOINT VENTURE

By: James G. Vier
James G. Vier

By: Bill Milburn
Bill Milburn

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared James G. Vier, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he subscribed the name of ANDERSON MILL VILLAGE JOINT VENTURE, as principal thereto and executed the same for the purposes and consideration therein set forth.

GIVEN under my hand and seal of office this 20th day of July, 1981.



Susan Spillar
Notary Public in and for
Travis County, Texas

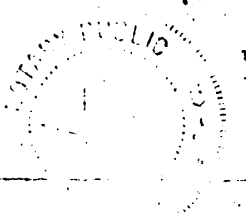
My Commission Expires: 5-4-84

SUSAN SPILLAR
(Type or print name)

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Bill Milburn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he subscribed the name of ANDERSON MILL VILLAGE JOINT VENTURE, as principal thereto and executed the same for the purposes and consideration therein set forth.

GIVEN under my hand and seal of office this 22 day of July, 1981.



Gail Nichols
Notary Public in and for
Travis County, Texas

My Commission Expires: 2/23/85

Gail Nichols
(Type or print name)

ANDERSON MILL VILLAGE
2501 LOOP 360 SOUTH
AUSTIN, TEXAS 78746
(512) 327-2478

THE STATE OF TEXAS
County of Williamson

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I, James N. Boydston, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 30th day of July A.D. 19 81, at 10:30 o'clock a M., and duly recorded this the 30th day of July A.D. 19 81, at 11:30 o'clock a M., in the

Deed

Records of said County, in Vol. 846 pp 120

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Allen Whiteaker Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas