

Christiana Tract Restrictive Covenants

Definitions

“Owner” and “Owners” shall mean any current or future record owner, whether one or more persons or entities, to the fee simple title to any portion of the Property.

“Association” means The Neighborhood Association of Southwestern Williamson County, a Texas nonprofit corporation, or any successor organization.

“Benefited Property” means all property zoned or used as single-family residential property and situated within 300 feet of the Property.

“Greenbelt Buffer” means an area fifty (50) feet wide to be established and maintained by the Owner as set forth below.

Property Use, Construction Standards and Restrictions

Greenbelt, Setbacks and Screening Requirements. The Owner shall, prior to the commencement of any construction on any portion of the Property, establish a landscaped Greenbelt Buffer fifty (50) feet wide along the southern and eastern boundaries of the Property, provided where the property adjacent to the boundary is not a public park, in which a 25’ buffer is required. If requested by the Association, the Owner shall promptly construct a masonry, cedar, or other type of privacy fence such material to be chosen by the Owner and acceptable to the Association along such portion or portions of the southern and eastern boundaries of the Property as the Association may designate. No buildings, parking facilities, any form of impervious cover, containers, or dumpsters shall be permitted within the Greenbelt Buffer. The Owner shall maintain, landscape, mow, trim, water, fertilize and keep the Greenbelt Buffer free of litter. Landscaping shall as a minimum meet the City of Austin Compatibility Standards. Existing trees within the Greenbelt Buffer shall be preserved and maintained by the owner. Additional trees, if required by the City, shall be planted to screen the adjacent single family subdivision from view of structures on the Property. The maximum distance between trees shall be twenty (20) feet. If additional trees are needed for open areas, they shall be a minimum of 3-3” caliper trees having a mature height of approximately 25 feet. If existing trees are removed from the Property during development or construction, such trees shall be replaced according to the requirements of the City of Austin Land Development Code. The Owner shall keep up and maintain all fences and vegetative screening.

Building Height. Buildings shall be limited to a maximum of three (3) stories or 40 feet, whichever is less, for property along Lake Creek Blvd. and two (2) stories or 35 feet, whichever is less, for the development adjacent to homes.

Lighting and Noise Restrictions. All exterior lighting shall be hooded or shielded so that the light source is not directly visible from the adjacent single-family subdivision. The noise level of mechanical equipment may not exceed 70 decibels at any point on the boundary of the Property.

Signage Restrictions. No sign on the property, either temporary or permanent, shall exceed a total height of twelve feet and a total square footage of sixty-four (64) square feet. Signage may be attached to the exterior of the building along the roofline.

Site Plan Application. The Owner shall provide a preliminary site plan to the Association 45 days prior to submittal of the site plan application to the City of Austin. During this 45-day period, the Association will be permitted to provide input and comments to the Owner concerning the Owner's preliminary site plan. The Owner will provide the Association a copy of the revised site plan application at the same time it is submitted to the City of Austin.

Flood Control and Drainage.

A. The Owner shall construct a detention pond to control the 2, 10, 25, and 100-year flood events. Control of storm water runoff and drainage is the responsibility of the Owner of the property and shall be controlled in the manner and at the rates established by the City of Austin, Williamson County, and The Texas Natural Resources Conservation Commission.

B. All water flowing through the Property shall be channeled into Lake Creek and away from adjacent properties.

C. The water detention pond shall be fenced, if required by the design of the pond. The fence shall be designed so as not to impede the natural flow of water into Lake Creek and away from adjacent properties.

D. Increase of surface or subsurface stormwater drainage or septic drainage onto adjacent property is prohibited. Control of stormwater runoff and drainage is the responsibility of the Owner of the Property and shall be controlled in the manner and at the rates established by the City of Austin, Williamson County, and the Texas Natural Resources Conservation Commission.

Impervious Cover. The impervious cover in the developed portion of the Property (excluding the Greenbelt Buffer) shall not exceed 65% for property along Lake Creek Blvd., and 60% for the development adjacent to homes.

Building Materials. Building exteriors shall consist of masonry products, non-reflective glass and wood siding and shall be maintained in a professional manner by the Owner. The use of highly reflective surfaces, such as reflective glass and reflective metal roofs, is prohibited. Masonite siding is prohibited.

Wastewater Easement. At the time of Site Plan Approval, or when requested by the owner or owners of a lot or lots located along the eastern boundary of the Property, the Owner shall dedicate a fifteen (15) foot wastewater easement along and parallel to said eastern boundary of the Property. The purpose of the easement shall be the construction of a wastewater line across the Property to provide gravity wastewater service to the lot or lots concerned.

General Provisions

The Owner hereby stipulates, covenants and agrees that there is privity of estate between the Owner, the Association, and the owners of the Benefited Property and that the covenants, conditions and restrictions herein are and shall be deemed and considered to be real covenants running with the land and shall be binding on the Owners, and shall benefit the Association, each owner of any portion of the Benefited Property and their respective heirs and assigns.

These covenants may be enforced by the Owner, the Association, or any owner of a portion of the Benefited Property and their respective successors, heirs and assigns. No failure to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right.

If any party entitled to enforce these covenants undertakes procedures in law or in equity to prevent or terminate their violation, such party shall be entitled to seek injunctive relief, damages and such other relief as may be available at law or in equity. A prevailing party asserting such action shall be entitled to receive reasonable attorneys' fees.

In the event any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or lack of enforceability shall not affect any other provision hereof.

The covenants and restrictions within these declarations shall run with and bind the Property. These covenants may not be amended or modified, nor may any of the terms hereof be waived, except by written instruments signed by the Owner and the Association, or, if the Association no longer exists, fifty-one percent (51%) of the owners, by number of the Benefited Property.

These covenants shall be effective for a term of forty years from the date hereof, after which time they shall be automatically extended for successive ten-year periods, unless terminated or amended by a written instrument signed by the Owners and the Association, or, if the Association no longer exists, fifty-one percent (51%) of the owners of the Benefited Property, and recorded in the Real Property Records of Williamson County, Texas.

By acceptance of a deed or by the acquiring of any ownership interest in any portion of the Property, each person or entity for himself or itself, his heirs, personal representatives, successors, and assigns binds himself, his heirs, personal representatives, successors, and assigns to all of the provisions, restrictions, covenants and conditions imposed by this Declaration, and any future amendments thereto.