

Declaration of Restrictions

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On this 9th day of July, 1973, Onion Creek Development Company (a joint venture composed of Lumbermen's Investment Corporation and C & D Investments, a partnership of which James N. Demaret and James D. Connolly are the General Partners), herein collectively called "Developer", hereby declares that the land described below shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, reservations and charges, hereby by 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 upon Developer, its successors and assigns, and all subsequent owners of each lot; and the owners, by their acceptance of their deeds, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of this Declaration:

1. Land

Developer is the owner of real property located in Travis County, Texas (herein called the "Land") more particularly described in the attached Exhibit "A", which is attached hereto and made a part hereof for all purposes.

2. Subdivision

Developer has subdivided, the Land into lots (herein called "lots") according to the Plat thereof recorded in Book 65, page 5, Plat Records of Travis county, Texas, to which Plat and its record reference is made for all purposes. Developer plans to create a residential community by selling the lots for the construction of single-family residences, condominium units, townhouse-patio dwellings, planned unit developments, apartments and commercial and industrial buildings, pursuant to this Declaration of Restrictions and the Declaration of Covenants of even date by Developer.

3. Purpose

The land is encumbered by the covenants, conditions, restrictions, reservations, and charges set forth herein to insure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable, the natural beauty of the 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 locations; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks 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 lot owners.

4. Architectural Control

There is hereby created an Architectural Committee composed of James G. Vier, Willard Connolly, and Ron B. Helton, to serve until their successors are named. A majority of the committee may act for the Committee and no notice of any of its meetings shall be required. A vacancy on the Committee shall be filled by the remaining members or a single remaining member. When all of the lots subject to this Declaration, including those which may be subject hereto under paragraph 8 below, are sold by the Developer and improvements are constructed thereon the term of office of the Committee shall be deemed to have expired and Onion Creek

Homeowner's Association shall have the authority to select the Committee. The members of the Committee whose terms have expired shall serve until their successors are selected.

No building, garage, storage house, wall, fence, driveway, sidewalk, parking area or other improvements shall be erected, placed altered or maintained upon any lot nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location shall have been submitted to and approved in writing (considering, among other matters, the harmony of external design and location in relation to surrounding structures and topography) by the Architectural Committee, which approval will not be unreasonably withheld. Plans, specifications and plats shall be filed with the Committee by delivery to the office of the Developer. All actions of the Committee will be in writing and copies of its actions will be retained in its records maintained at the office of the Developer. If the Committee fails to act on a request within thirty (30) days after filing plans and specifications, said plans and specifications shall be deemed approved.

The Committee is authorized in its sole discretion to grant a deviation from the requirements contained in paragraph 6, subparagraphs (b) (2), (c), (d), (e), (f), (o), and (q).

5. Association

The Developer shall, on or before December 31, 1973, organize the Onion Creek Homeowners Association, a non-profit corporation under the laws of the state of Texas, for the purposes and with the effect set forth in a Declaration of Covenants of even date by Developer, reference to which is here made for all purposes.

6. Restriction on Lots

- (a) Land Use. All lots in the subdivision shall be used for residential purposes, except a portion of Lot 19, Block F, shown on the attached Exhibit "B", which is hereby designated for use as the clubhouse and related facilities of Onion Creek Country Club and shall not otherwise be subject to this Declaration. Temporary uses may be made of the lots by Developer for model homes, parking lots, and/or sales offices, which shall be permitted until December 31, 1984, or until permanent cessation of such uses takes place, whichever is earlier.

- (b) Building Types. No building shall be erected altered, placed, or permitted to remain on any lot other than:

- (1) One detached single-family dwelling not to exceed two stories in height and a one-story garage for not more than three motor vehicles on each of the following Lots:

Block C, Lots 1 through 30
Block D, Lots 1 through 41
Block E, Lots 2 through 14
Block F, Lots 1 through 18, 21, and 22

- (2) Townhouse-patio home or condominium dwellings for single-family occupancy in each unit not to exceed two stories in height on each of the following Lots:

Block B, Lot 2
Block E, Lot 1
Block F, Lot 19A, 20

All garages and carports shall be large enough to accommodate under roof two full-sized automobiles and be attached to the house by a common wall unless

permission is granted by the Architectural Committee to deviate from this requirement. No building shall remain uncompleted for more than one year after construction has been commenced.

- (c) Dwelling Size. The living area, exclusive of open or screened porches (covered or uncovered), garages, storage rooms, stoops, open terraces and/or servant's quarters

- (1) of each main single-family dwelling shall be not less than 2,000 square feet and, if more than one story, the ground floor shall be not less than 1500 square feet and the combined area for the first and second floors shall be not less than 2500 square feet on each of the following lots:

Block E, Lots 2 through 14

Block F, Lots 7 through 18, 21, 22

and not less than 1,800 square feet and, if more than one story, the ground floor shall be not less than 1400 square feet and the combined area for the first and second floors shall be not less than 2300 square feet on each of the following lots:

Block C, Lots 1 through 30

Block D, Lots 1 through 41

Block F, Lots 1 through 6

- (2) of each townhouse-patio home or condominium dwelling unit for single-family occupancy shall be not less than 1600 square feet in Block B, Lot 2, and Block E, Lot 1, and be not less than 1800 square feet in Block F, Lots 19A and 20.

- (d) Building Materials. The exterior walls of all residential buildings shall be constructed with not less than 51% masonry veneer. In computing this percentage (i) all gables, windows, and door openings shall be excluded from the total area of the exterior walls and (ii) masonry used on one wall of an attached garage may be included in the computation as masonry used. The Architectural Committee may waive this requirement by written decision filed in its records.

- (e) Building Location. No building located on any lot shall be nearer than 25 feet to the front lot line and rear lot line or 15 feet to the side street line, or 5 feet to an interior side lot line, and an aggregate of 15 feet from both side lot lines as shown on the Plat, except buildings on lots described in subparagraph (b) (2) above. The location of all buildings on the lots described in subparagraph (b) (2) above shall be reflected on the master plan maintained by Developer and shall be subject to and comply with the subdivision requirements of the City of Austin and approved by the Architectural Committee.

Eaves, steps, terraces, patios, swimming pools, walls and fences shall not be considered as part of a building for purposes of this subparagraph; provided, however, no part of a structure may encroach on another lot. Corner lots shall be deemed to front on the street on which the lot has the shortest dimension unless otherwise designated by the Architectural Committee. No garage shall be open to Onion Creek Parkway in Block E and Block f, Lots 20 and 21. No obstruction to visibility at street intersections or access easement intersections shall be permitted.

- (f) Fences, Walls, Sidewalks. Fences and walls shall be considered buildings and may only be erected or maintained within the minimum building setback requirements from the front lot line per subparagraph (e). No chain-link fence will be permitted in any location. On a lot that abuts the golf course of the Onion Creek Country Club as

it may exist from time to time, no fence higher than three feet shall be erected adjacent to such golf course. All fences and walls must have the written approval of the Architectural Committee wherever constructed, erected or permitted to remain. Sidewalks shall be constructed on the south side of Onion Creek Parkway, the west side of Pinehurst Drive, the west and south sides of Pebble Beach Drive.

- (g) Temporary Structures. Except as permitted under subparagraph (a) above, no structure, mobile home, trailer basement, tent, shack, garage, barn, or other out-building shall be used on any lot as a residence, either temporarily or permanently. No building may be moved onto any lot.
- (h) Resubdivision. No lot in the subdivision may be further subdivided by the owners thereof except those lots owned by the Developer or as approved by the Developer.
- (i) Business. No gainful occupation, trade, or other non-residential use shall be conducted on any lot.
- (j) Signs. No sign shall be displayed on any lot except one sign not more than five feet square, advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales. Signs permitted in this paragraph must be approved by the Architectural Committee.
- (k) Oil and Mining Operation. No drilling, development, refining, quarrying, mining, or prospecting operations for any minerals shall be conducted on any lot, nor shall any well, including a water well, tank, tunnel, mineral excavation or shaft be permitted on any lot.
- (l) Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except household pets which are not kept, bred or maintained for commercial purposes.
- (m) Garbage and Refuse. No lot shall be used or maintained as a dumping ground for refuse. All trash, garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of refuse shall be constructed and maintained and the contents thereof disposed of as required by the Association.
- (n) Clotheslines. No clotheslines shall be constructed, placed or erected on any lot in such a way as to be visible from outside that lot.
- (o) Lakefront. No boathouse, dock, wharf, or other structure shall be erected or maintained on the bank or shores of Pebble Lake. No swimming or bathing shall be allowed and no watercraft or device of any kind shall be used or operated on Pebble Lake, unless authorized by the Architectural Committee. No one except the Developer may fill, extend or otherwise alter the shoreline contours of Pebble Lake.
- (p) Utility Services. Except for temporary structures of Developer, all lots will be connected to the water supply system of the City of Austin and the disposal system provided by Developer and no other water supply or disposal system or device may be used on any lot. The temporary structure of Developer may use septic tanks for the period of their use.
- (q) Parking. No motor home, recreational, mobile home or trailer vehicles, trucks larger than pick-up size (one ton capacity) or inoperative motor vehicles shall be or remain

parked or in any way situated on any lot, street, or other portion of the subdivision for a period over 36 hours, unless specifically authorized by the Architectural Committee.

- (r) Nuisance. 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 purposes of these restrictions.

7. Additions

The developer may bring within the scheme of this Declaration additional properties through the execution and filing of a supplementary Declaration of Restrictions, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The supplementary Declaration may contain such modifications as are necessary to reflect the different character of the added properties.

8. Enforcement

If the owners of any lot, or their heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the restrictions and/or covenants set forth in this Declaration, it shall be lawful for the Association or the Developer, or if the Association or Developer shall fail to do so after 60 days' written notice from a person owning any lot encumbered by this Declaration, then by any such owner, to prosecute any proceedings against the person or persons violating or attempting to violate any such restriction and/or covenant. The failure of the owner or tenant to perform his obligation hereunder would result in irreparable damage to 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. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

9. 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.

Executed this 9th day of July, 1973.

ONION CREEK DEVELOPMENT COMPANY

Lumbermen's Investment Corporation

By _____
Wayne McDonald Attorney-in-Fact

C&D Investments

By _____
Hunter Schieffer Attorney-in-Fact

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Wayne McDonald, attorney-in-fact, 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 consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 9th day of July, 1973.

Carol A. Meek, Notary Public, Travis County Texas

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Hunter Schieffer, attorney-in-fact, 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 consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 9th day of July, 1973.

Carol A. Meek, Notary Public, Travis County, Texas