That Lost Creek Developers, a joint venture, James O. Gerst, James E. Crozier, Jack R. Taylor, Owners of all lots in Lost Creek, Section 1, a subdivision in Travis County, Texas, according to the map or plat of said subdivision of record in Book 61, Page 60, of the Travis County Plat Records, hereby imposes the following covenants, conditions and restrictions upon all of said lots in said Lost Creek, Section 1, to-wit:

1. None of said lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling.

2. No building wall or other structure shall be erected or placed on any of said lots in Lost Creek, Section 1, nor shall any existing structure be altered, until the building plans and specifications and a plot plan have been submitted to and approved in writing by an Architectural Control Committee composed of James O. Gerst, James E. Crozier, Edward R. Rathgeber, Jr., and Terry Dill, or their heirs or assigns or representatives, designated in writing by the Architectural Control Committee or their heirs or assigns. Refusal of approval of plans and specifications by the Architectural Control Committee may be based on any grounds, including, but not limited to, purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall seem sufficient. No house or other structure shall remain unfinished for more than two years after the same has been commenced. The Architectural Control Committee shall have the right to waive any of the restrictions and may from time to time amend the same.

3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2000 square feet for a one-story dwelling, nor less than 1750 square feet for a dwelling of more than one story on any of the Lots in Blocks 1, 2, and 3. The ground floor area of the main structure, exclusive of
one floor open porches and garages, shall be not less than 1800
square feet for a one-story dwelling, nor less than 1500 square
feet for a dwelling of more than one story on any of the Lots in
Blocks, 4, 5, 6, 7, 8, 14, and 15.

4. No building shall be located on any of said lots nearer
to the front lot line or nearer to the side street line than the
minimum building set-back lines shown on the recorded plat. In
any event, no building shall be located on any of said lots nearer
than 25 feet to nor farther than 35 feet from the front lot line,
or nearer than 10 feet to any side street line; except, however,
minor variations of the maximum set-back line shall be permitted
to allow for preservation and utilization of existing trees or
views. No building shall be located nearer than 5 feet to an
interior lot line, except that any garage or other permitted acce-
sory building located 50 feet or more from the minimum building
set-back line may be 3 feet from the lot line. No dwelling shall
be located on any of the interior lots nearer than 25 feet to the
rear lot line. For the purposes of this covenant, eaves, steps and
open porches shall not be considered as a part of a building, pro-
vided, however, that this shall not be construed to permit any
portion of a building on a lot to encroach upon any other lot. No
lot shall have a driveway to or from Lost Creek Boulevard except
Lots 2 and 3, Block 15, Lots 36 thru 40, inclusive, Block 14 and
Lots 14 and 15, Block 6.

5. No dwelling shall be erected or placed on any of said
lots having a width of less than 50 feet at the minimum building
set-back line nor shall any dwelling be erected or placed on any
of said lots having an area of less than 12,000 square feet,
except that dwellings may be erected or placed on lots as shown
on the recorded plat of Lost Creek, Section 1. No lot in the
subdivision may be resubdivided so as to create more than one
building site.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7.5 feet of each lot in Lost Creek, Section 1.

7. No noxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of said lots at any time as a residence either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any of said lots except one professional sign of not more than five (5) square feet advertising the property during the construction and sales period.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of said lots, nor shall oil wells, tanks, tunnels, mining excavations, or shafts, be permitted upon or in any of them. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any of said lots.

11. No part of any of said lots shall ever be used for a business or commercial purpose or for carrying on any trade or profession.

12. No corner lot may be resubdivided or used so as to permit an additional dwelling to face on a side street.

13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14. None of said lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
15. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot herein described within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of street lines, or in the case of rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any of said lots within ten feet from the 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 intersections unless the foliage line is maintained at sufficient heights to prevent obstruction for such sight lines.

16. No fence, wall or hedge shall be built or maintained forward of the front wall line of any house erected on any of said lots. No existing dwelling shall be moved onto any lot in this subdivision.

17. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in Lost Creek, Section I, has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. Invalidation of any one of these covenants by judgment or a court order shall in no wise affect any of the provisions, which shall remain in full force and effect.
20. Notwithstanding anything to the contrary none of these restrictions shall be applicable to Lot 42, Block 14 and Lot 21, Block 1.

EXECUTED this the 16th day of November, A.D. 1972. 69-3349

Lost Creek Developers,
a Joint venture

By: (Signature)

James E. Crozier
Vice President, HSIC, Inc.
a Joint venturer

James R. Gerst

James E. Crozier

Jack R. Taylor

The undersigned, The Mutual Savings Institution, a Savings and
Loan Association organized under the laws of the State of Texas, act-
ing by and through its duly authorized officers, hereby joins in the
execution of this declaration of restrictions as mortgagee of that
property described above.

EXECUTED this the 16th day of November, 1972.

THE MUTUAL SAVINGS INSTITUTION

By: (Signature)

Vice President

ATTEST:

(Seal)

Assistant Secretary
BEFORE ME, the undersigned authority, on this day personally appeared James E. Crozier, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of HSIC, Inc., a joint venturer, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of November, A.D., 1972.

[Signature]
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared James E. Crozier, Vice-President of The Mutual Savings Institution, a Texas savings and loan association, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of The Mutual Savings Institution, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of November, A.D., 1972.

[Signature]
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS
COUNTY OF TRAVIS
THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared James E. Crozier, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of November, 1972.

[Signature]
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared James O. Garst, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of November, 1972.

[Signature]
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Jack R. Taylor, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of November, 1972.

[Signature]
Notary Public in and for Travis County, Texas

4189 2315
The State of Texas

Know all men by these presents:

That Doyle Wilson, Builder, Inc., owner of all lots in Lost Creek Section I, Resubdivision of Lot 42, Block 14, according to the map or plat of said subdivision of record in Book 77, Pages 27 & 28 of the Travis County Plat Records, hereby imposes the following covenants, conditions and restrictions upon all of said lots in said Lost Creek, Section I, Resubdivision of Lot 42, Block 14, to-wit:

1. None of said lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling with a minimum two car garage.

2. No building wall or other structure shall be erected or placed on any of said lots in Lost Creek, Section I, Resubdivision of Lot 42, Block 14, nor shall any existing structure be altered, until the building plans and specifications and a plot plan have been submitted to and approved in writing by an Architectural Control Committee composed of Doyle Wilson and Roy Bechtol, or their heirs or assigns or representatives, designated in writing by the Architectural Control Committee or their heirs or assigns. Refusal of approval of plans and specifications by the Architectural Control Committee may be based on any grounds, including, but not limited to, purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall seem sufficient.

3. Careful attention shall be given by the Architectural Control Committee to all proposed improvements which will be placed on lots with slopes exceeding 20%. Particular caution will be requested so as to minimize filling and cutting of the natural terrain. In many instances, it is contemplated that the Architectural Control Committee may require "pier and beam" type
foundation for said improvements in lieu of standard "slab on
grade". In any event, said requirement shall be at the sole
discretion of the Architectural Control Committee.

4. No house or other structure shall remain unfinished
for more than one year after the same has been commenced. Con-
struction of the residential improvements shall begin no later
than two years after ownership of the lot has been legally
transferred from Doyle Wilson, Builder, Inc.

5. The Architectural Control Committee shall have the
right to waive any and all of the restrictions and may from
time to time amend the same.

6. The floor area of the main structure, exclusive of
one-story open porches and garages, shall be not less than 1800
square feet for any dwelling.

7. No building shall be located on any of said lots nearer
to the front lot line or nearer to the side street line than the
minimum building set-back lines shown on the recorded plat. In
any event, no building shall be located on any of said lots
nearer than 25 feet to nor farther than 35 feet from the front
lot line, or nearer than 10 feet to any side street line; except,
however, minor variations of the maximum set-back line shall be
permitted to allow for preservation and utilization of existing
trees or views. No building shall be located nearer than 5 feet
to an interior lot line, except that any garage or other permitted
accessory building located 50 feet or more from the minimum building
set-back line may be 3 feet from the lot line. No dwelling shall
be located on any of the interior lots nearer than 25 feet to the
rear lot line. For the purposes of this covenant, eaves, steps
and open porches shall not be considered as 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 any other lot.
8. No lot in the subdivision may be resubdivided so as to create more than one building site.

9. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7.5 feet of each lot in Lost Creek, Section 1, Resubdivision of Lot 42, Block 14.

10. No noxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No clothes line may be visible from any public street. No unsightly or elaborate antennae for receiving and/or transmitting televisions and/or radio signals will be allowed, excepting this restriction is not to be construed to prohibit the smaller conventional television rooftop antennae for normal viewing purposes.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of said lots at any time as a residence either temporarily or permanently. No recreation vehicle, trailer, camper or other mobile-type home may be parked openly in the street, driveway or at any such place that may be seen from the street or by adjoining property owners for a period of not more than 36 hours.

12. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of said lots, nor shall oil wells, tanks, tunnels, mining excavations, or shafts be permitted upon or in any of them. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any of said lots.

13. No part of any of said lots shall ever be used for a business or commercial purpose or for carrying on any trade or profession.
14. No corner lot may be resubdivided or used so as to permit an additional dwelling to face on a side street.

15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

16. None of said lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot herein described within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of street lines, or in the case of rounded property corner, from the intersection of the street property lines extended.

18. No fence, wall or hedge shall be built or maintained forward of the front wall line of any house erected on any of said lots. No existing dwelling shall be moved onto any lot in this subdivision.

19. All fences shall be made of wood.

20. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in Lost Creek, Section I, Resubdivision of Lot 42, Block 14, has been recorded, agreeing to change said covenants, conditions, and restrictions in whole or in part.
21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

22. Invalidation of any one of these covenants by judgment or a court order shall in no wise affect any of the provisions, which shall remain in full force and effect.

EXECUTED this the 3rd day of November, A.D., 1978.

DOYLE WILSON, BUILDER, INC.

By,

[Signature]

Doyle A. Wilson, President

Attest: No Corporate Seal

[Signature]

Vice-President

THE STATE OF TEXAS

COUNTY OF TRAVIS

Before me the undersigned authority on this day personally appeared Doyle A. Wilson, President of Doyle Wilson, Builder, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the 3rd day of November, 1978.

[Signature]

Suzanne Bouwens

NOTARY SEAL

[Seal]

6370 1379
STATE OF TEXAS
COUNTY OF TRAVIS

PARTIAL VACATION OF SUBDIVISION PLAT

Whereas, Doyle Wilson Builder, Inc. did heretofore subdivide a 17.52 acre tract of land situated in Travis County, Texas, now designated Lost Creek Section I Resub of Lot 42, Block 14, a plat of which is recorded in Book 77, Pages 27 and 28 of the Plat Records of Travis County, Texas; and

Whereas, Doyle Wilson Builder, Inc. is now the owner of Lot 9, Block A, situated in said subdivision and Mary Susanna Light Beckenbaugh is now the owner of Lot 8, Block A and Harlan Roberts is the owner of Lot 7, Block A, situated in said subdivision; and

Whereas Mary Susanna Light Beckenbaugh is desirous of selling to Doyle Wilson Builder, Inc. and Doyle Wilson Builder, Inc. is desirous of purchasing from said owner a portion of Lot 8, Block A;

Whereas, all the owners of property in said subdivision desire to partially vacate said subdivision plat insofar and only insofar as said vacation pertains to Lots 7, 8, and 9, Block A;

Now, Therefore, for and in consideration of the foregoing and pursuant to Article 974a, Section 5, Texas Civil Statutes, the undersigned, being all the owners of property in said subdivision, do hereby vacate Lots 7, 8, and 9, Block A of the subdivision known as Lost Creek Section I Resub of Lot 42, Block 14, the plat of which is recorded in Book 77, Pages 27 and 28 of the Plat Records of Travis County, Texas, insofar and only insofar as the same pertains to Lots 7, 8, and 9, Block A only. Remainder of said subdivision, however, shall remain in full force and effect.

Executed this 19th day of December, A.D., 1979.
Each and every Lot as listed below in the Lost Creek Subdivision of Lot 42, Block 14, under the jurisdiction of the City of Austin, Travis County, Texas, according to the map or plat thereof, recorded in Book 77, Pages 27 and 28, Plat Records, Travis County, Texas:

Lot 1, Block A
James Wohman and Evin Wohman

Lot 2, Block A
David Jacobson

Lot 3, Block A
Warren Craig and Kathy Craig

Lot 4, Block A
Timothy Birkhead

Lot 5, Block A
Glenn Landrum dba Landrum Homes
Glenn Landrum dba Landrum Homes

Lot 7, Block A
Harlan Roberts and Betty Roberts

Lot 8, Block A
Mary Susanna Light Beckenbaugh

Lot 9, Block A
Doyle Wilson

Lot 10, Block A
Charles McCain and Judith D. McCain

6893 1763
Lot 11, Block A
C. Wilson and P. Wilson
Ralph Wilson and Paula Wilson

Lot 1, Block B
William (sign)
William Clyde Ricks for Linda Ricks

Lot 2, Block B
K. Loomis and M. C. Romine
Robert Romine and Marjorie P. Romine

Lot 3, Block B
J. A. Morgan and K. R. Morgan
Jack Morgan and Kathleen R. Morgan

Lot 4, Block B
J. Soletti and R. Soletti
James Soletti and Ricki Soletti

Lot 5, Block B
C. Clark and S. R. Clark
Carl Clark and Sharon R. Clark

Lot 6, Block B
T. Pitchford and J. L. Pitchford
Thomas Pitchford and Joan L. Pitchford

Lot 7, Block B
F. L. Futch and M. L. Futch
Joe Futch and Mary L. Futch

Lot 8, Block B
R. Cantwell and P. Cantwell
Ronald Cantwell and Pauline Cantwell

Lot 9, Block B
R. Steiner and M. Steiner
Roger Steiner and Mary Steiner

Lot 10, Block B
W. L. Louvier and V. B. Louvier
Warner Louvier and Vicki B. Louvier

2-24-0161
6893 1764
Lot 22, Block B
Phil Scott and Beverly Scott

Lot 23, Block B
Hugh Redney
dba Covenant Builder

Lot 24, Block B
Jim Boyd

1767 - 1795 = Notarius

2-24-0163
Lot 11, Block B

John F. Ball

Lot 12, Block B

John Clemons, M.D.

Lot 13, Block B

James Brannan

Lot 14, Block B

Don Funderburk, Julia Funderburk

Lot 15, Block B

John Carroll dba Macray, Inc.

Lot 16, Block B

Mr. and Mrs. Hoag

Lot 17, Block B

John Carroll dba Macray, Inc.

Lot 18, Block B

James Lawson and Hope A. Lawson

Lot 19, Block B

John Carroll dba Macray, Inc.

Lot 20, Block B

Keith Cunningham

Lot 21, Block B

Keith Cunningham

2-24-0162

6893 1765
APPROVAL OF PARTIAL VACATION OF SUBDIVISION PLAT

BE IT KNOWN, that on the 26 day of February, 1986, the Planning Commission of the City of Austin, at its regular meeting, did approve the partial vacation of that certain subdivision called Lost Creek Section I Resub of Lot 42, Block 14 as recorded in Plat Book 77, Page 27628, Travis County Plat Records, upon application therefor by all of the owners of all of the lots in said subdivision.

EXECUTED, this 26 day of February, 1986.

Miguel Guerrero, Chairman
Planning Commission of the City
of Austin, Travis County, Texas

ATTEST:

Richard M. Lillis
Executive Secretary
Planning Commission of the City of Austin

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for Travis County, Texas, on this day personally appeared Miguel Guerrero, known to me to be the person whose name is subscribed to the foregoing instrument as Chairman of the Planning Commission of the City of Austin, Texas, a municipal corporation, and he 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 26 day of February, 1986.

Ouida W. Glass
Notary Public in and for Travis County, Texas

NOTARY SEAL

Ouida W. Glass
Notary Public, Travis County, Texas
My Commission expires August 4, 1981

STATE OF TEXAS
COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon, and was duly RECORDED in the Volume and Page of the named RECORDS of Travis County, Texas, as stamped hereto by me, on

Mar 10 1980

Linda K. Tussey
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
Mar 10 4 19 PM '80

Linda K. Tussey
COUNTY CLERK
TRAVIS COUNTY, TEXAS