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WA 3-7623-8663 * 5.50

1-39-4770

LOST CREEK Sec 2

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

That The Mutual Savings Institution, doing business as Lost Creek Developers, Owners of all lots in Lost Creek, Section II, a subdivision in Travis County, Texas, according to the map or plat of said subdivision of record in Book 74, Page 89, of the Travis County Plat Records, hereby imposes the following covenants, conditions and restrictions upon all of said lots in said Lost Creek, Section II. 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 II, 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, Thomas A. Hardin, Charles G. Dannis, 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. Construction of the residential improvements shall begin no later than two years after ownership of the lot has been legally transferred from Lost Creek Developers.

1-39-4771

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 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 Block 1, and on Lots 9 through 21, inclusive, in Block 2. 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 remaining Lots not previously identified in the preceding sentence.

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. No lot shall have a driveway to or from Lost Creek Boulevard.

8. 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,

5596 2017

Section II. No lot in the subdivision may be resubdivided so as to create more than one building site.

9. 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 II.

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 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 construction and sale periods.

13. 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.

14. 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.

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

16. 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.

17. 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.
18. 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.
19. 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.
20. All fences shall be made of wood.
21. 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 II, has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.
22. 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.
23. Invalidation of any one of these covenants by judgment or a court order shall

1-39-4774

nowise affect any of the provisions, which shall remain in full force and effect.

24. Notwithstanding anything to the contrary, restrictions number by "paragraph 1, 3, 6, 7, 8, 9, 12, 15" in this document shall not be applicable to Lot 1 and Lot 27, Block 2, and Lot 34, Block 8. It is contemplated that Lot 34, Block 8 will be developed with a higher density usage with improvements compatible to the surrounding development. It is further contemplated that Lot 1 and Lot 27, Block 2, shall be resubdivided so as to allow seventeen lots to be improved in a manner compatible with surrounding and existing improvements in Lost Creek.

EXECUTED this the 1st day of October, A.D., 1976.

THE MUTUAL SAVINGS INSTITUTION
d/b/a Lost Creek Developers

By: James O. Gerst
James O. Gerst, President

Attest: (CORPORATE SEAL)

Janice W. Phillips
Assistant-Secretary

THE STATE OF TEXAS |
COUNTY OF TRAVIS |

Before me the undersigned authority on this day personally appeared James O. Gerst, President of the Mutual Savings Institution, 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 1st day of October, 1976

NOTARY SEAL

Janice L. Hammon
Notary Public In and for Travis County, Texas

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Ske. 504

STATE OF TEXAS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped herein by me, on

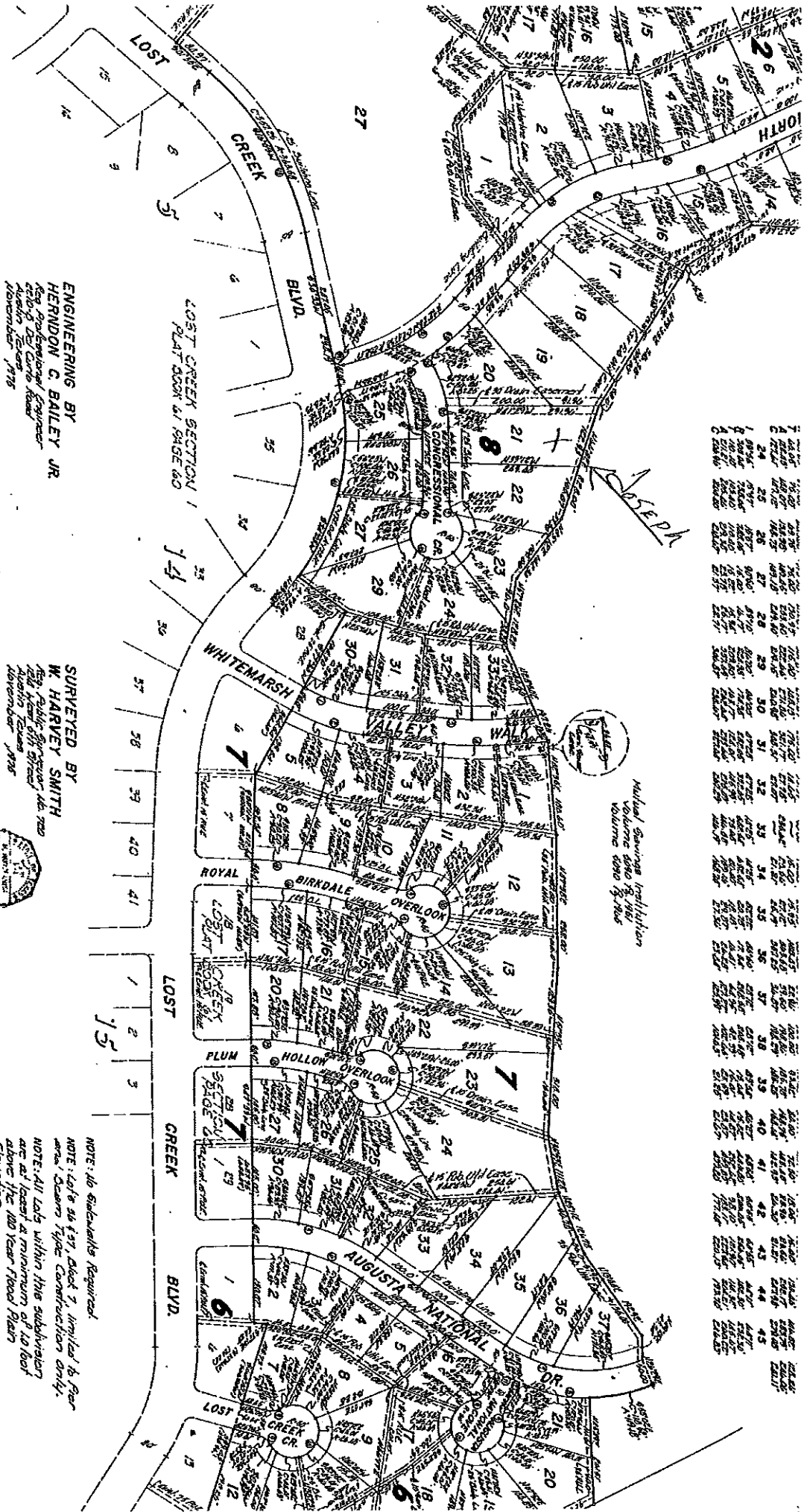
COUNTY OF TRAVIS

OCT 5 1976



Paula Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

5596 2021



Lot No.	Area (sq. ft.)	Volume (cu. ft.)
1	1,874	13,128
2	1,874	13,128
3	1,874	13,128
4	1,874	13,128
5	1,874	13,128
6	1,874	13,128
7	1,874	13,128
8	1,874	13,128
9	1,874	13,128
10	1,874	13,128
11	1,874	13,128
12	1,874	13,128
13	1,874	13,128
14	1,874	13,128
15	1,874	13,128
16	1,874	13,128
17	1,874	13,128
18	1,874	13,128
19	1,874	13,128
20	1,874	13,128
21	1,874	13,128
22	1,874	13,128
23	1,874	13,128
24	1,874	13,128
25	1,874	13,128
26	1,874	13,128
27	1,874	13,128
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29	1,874	13,128
30	1,874	13,128
31	1,874	13,128
32	1,874	13,128
33	1,874	13,128
34	1,874	13,128
35	1,874	13,128
36	1,874	13,128
37	1,874	13,128
38	1,874	13,128
39	1,874	13,128
40	1,874	13,128
41	1,874	13,128
42	1,874	13,128
43	1,874	13,128
44	1,874	13,128
45	1,874	13,128

Natural Swamp Infiltration
Volume 6000 ft³/day

ENGINEERING BY
HERNDON C. BAILEY JR.
Reg. Professional Engineer
2210 1/2 1st Ave. N.W.
Atlanta, Georgia 30308
November 1978

SURVEYED BY
W. HARVEY SMITH
Reg. Professional Engineer
2210 1/2 1st Ave. N.W.
Atlanta, Georgia 30308
November 1978



NOTE: No Standards Required.
NOTE: Lot's 516 & 197, Block 7, limited to five
area. Ocean Ridge Construction only.
NOTE: All lots within this subdivision
are at least a minimum of 10 feet
above the 100 Year Flood Plain
Elevation.

Resubdivision of Lots 1 and 27, Block 2
Lost Creek Sec. 2

(Lost Cove and Huckleberry Cove)

021-5-7625- 8663 * 5.50

1-39-4770

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2. No building wall or other structure shall be erected or placed on any of said lots in Lost Creek, Section II, 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, Thomas A. Hardin, Charles G. Dannis, 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.

4. No house or other structure shall remain unfinished for more than one year after the same has been commenced. Construction of the residential improvements shall begin no later than two years after ownership of the lot has been legally transferred from Lost Creek Developers.

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.

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1-39-4773

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EXECUTED this the 1st day of October, A.D., 1976.

THE MUTUAL SAVINGS INSTITUTION
d/b/a Lost Creek Developers

By: James O. Gerst
James O. Gerst, President

Attest: (CORPORATE SEAL)

James W. Phillips
Assistant-Secretary

THE STATE OF TEXAS I

COUNTY OF TRAVIS I

Before me the undersigned authority on this day personally appeared James O. Gerst, President of the Mutual Savings Institution, 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 1st day of October, 1976

NOTARY SEAL

James L. Hammon
Notary Public in and for Travis County, Texas