

Heldenfels, Leane

CS-2014-0104

**From:** Cathy Romano ~~Cathy Romano~~  
**Sent:** Monday, August 11, 2014 3:21 PM  
**To:** Heldenfels, Leane  
**Subject:** Board of Adjustment hearing over fence

Hi Leane,

I talked to Allison Sallee about the fence between her house that is in violation of both City codes and our Rivercrest CCRs and she was in favor of the fence because of both privacy and safety issues. They have also tried growing a hedge but with no success, since there is very little natural sunlight along the property line.

I would be willing to accept your granting the variance on two conditions:

1. That there will be a notation by the City that this is an exception to the fence height restriction rule, a onetime thing, so it will not set a precedent that others would be free to violate the restrictions.
2. That the owner who built the fence, due to his history with the City of past violations like failure to get permits, moving in his house without a C of O, and possible other infractions, would have to be assessed a fine for this violation, determined by your department.

Feel free to contact me if you have further questions.

**Cathy Romano**

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Jun-2-61 607 \* 6.00

RESERVATIONS, RESTRICTIONS & COVENANTS

In Rivercrest Addition, Section 1

At a meeting of the stockholders of Osborn Company of Houston, Texas, a Texas Corporation, held in the office of the Corporation in Houston, Texas on the 10<sup>th</sup> day of May, 1961, all of the Stockholders being present, the following resolutions were adopted by unanimous vote:

WHEREAS, Osborn Construction Company is the owner of all of the lots and property in Rivercrest Addition, Section 1. In Travis County, Texas according to the plat hereof filed for record in the Office of the County Clerk of Travis County, Texas on the 19 day of May 1961, under Clerk's File No. 4409 and,

WHEREAS, it is the desire of Osborn Construction Company to place restrictions, covenants, conditions, stipulations, and reservations upon and against such property comprising said Rivercrest Addition, Section 1.

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants herein after set out shall be, and the same are, made applicable to Section 1 of Rivercrest Addition, the plat of which was filed, said map has been duly authenticated with proper certificates showing dedication of streets, drives, and easements to the use of the present and future residents and to the public, subject to the restrictions and covenants being herein contained, to the same extent as though copied at length in said dedication certificate and said map is subject to only such minor changes as in the Judgment of Osborn Construction Company are necessitated by the efficient installation of improvements.

## RESERVATIONS

That the plat filed for record dedicates for public use as such, the streets, parks and easements shown thereon and there was reserved, and is hereby expressly reserved in said Osborn Construction Company, its successors and assigns, the following rights, titles and easements which reservation is expressly made a part of, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Osborn Construction Company, conveying said property or any part hereof.

(1) The legal and fee simple title in and to each and all of the several streets and drives as shown on said map or plat is hereby reserved in Osborn Construction Company subject to the limited dedications herein expressed.

(2) There is reserved in Osborn Construction Company, the exclusive right to construct and operate in and over, upon, along and under said streets and drives, a transportation system or systems; and to erect and maintain therein and thereon, wires, poles for the purpose of a system of electric lights, power, telegraph and telephone line or lines and connections; and to construct and lay in and along and under any and all said streets, drives and easements, all pipes and conduits necessary and proper for the construction and maintenance of a system of drainage, sewerage and water supply, and to grant or deny connection privileges to sections beyond.

(3) There is reserved in Osborn Construction Company, the necessary easements and rights of way for the purpose of construction, maintaining and repairing a system or systems of lights, electric power, telephone line or lines, gas, sewer or other utility, Osborn Construction Company sees fit to install across said lots, blocks and homesite tracts in the aforesaid Section 1 of Rivercrest, as shown on aforesaid map recorded in the Travis County Map Records, to which map and the record reference is here made for all purposes.

(4) There is reserved in Rivercrest the right to make minor changes in and additions to the above mentioned easements for the purpose of most efficiently and economically installing the improvements.

(5) Neither Osborn Construction Company, nor any utility company using the easements herein referred to, shall be liable for any damage done by them or their assigns, their agents, employees or servants, to any shrubbery, trees or flowers, or other property situated on the land covered by said easements.

(6) It is expressly agreed and understood that the title conveyed by Osborn Construction Company to any lot or parcel of land in said Addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm-sewer, electric light, electric power, telegraph or telephone lines, poles, or conduits or any other utility or appurtenances thereto constructed by Osborn Construction Company or its or their agents, through, along or upon said premises or any part thereof to serve said property or any other portions of the Addition, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Osborn Construction Company.

#### RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale, Osborn Construction Company desires to restrict the use and development of the aforesaid property in order to insure that it will be a high class restricted district:

NOW, THEREFORE, Osborn Construction Company does impose the following restrictions on aforesaid property which shall constitute covenants running with the land and shall insure to the benefit of the Osborn Construction Company, their successors and

assigns, and to each and every purchaser of lands in aforesaid addition and their heirs and assigns, and any one of the said beneficiaries shall have the right to enforce such restrictions and if any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the other's shall be affected or impaired thereby, but shall remain in full force and effect.

#### GENERAL RESTRICTIONS

(1) These restrictions shall be in effect until January 1, 1986, and shall be automatically extended thereafter for successive periods of ten years, provided, however, that the owners of a majority of the square foot area of aforesaid property may release any or all of the lots hereby restricted from any one or more of said restrictions on January 1, 1966, or within one year thereafter or at the end of any successive ten year period or within one year thereafter by executing and acknowledging an appropriate agreement in writing for such purpose and filing same, for record in Travis County.

(2) This property shall be used for residence purposes only.

(3) Only one residence and one garage shall be constructed on each lot; however, this shall not prohibit the construction of a residence on one lot and a portion of another lot or more.

(4) Each residence shall be at least 50% masonry exterior.

(5) The term, residence purposes as used herein, shall be held and construed to include hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses, and any such usage of the property is hereby prohibited.

(6) The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, portos concheros, steps, projections, and every other permanent part of the improvements, except roofs.

(7) No trash, ashes or any other refuse, may be thrown on any vacant lot.

(8) No cattle, hogs or other animals, rabbits, birds or poultry, shall be kept on any part of this property unless written permission is obtained from Osborn Construction Company and said permission shall be revocable at any time. This, however, does not

apply to household pets such as dogs and cats, not bred, raised or sold for commercial purposes.

(9) No part of the property shall be conveyed to, owned by, leased to, used or occupied by any person other than of the white or Caucasian race, except that the owner's servants, other than of white or Caucasian race, may occupy servant's quarters.

(10) No noxious or offensive trade or activity shall be carried on, nor anything be done which may be or may become an annoyance or nuisance to the neighborhood.

(11) No trailer, basement, tent, shack, garage, barn or other out-building or structure of temporary character may be used as a residence.

(12) No signs, billboards, posters, or advertising device of any character, shall be erected on this property without the written consent of Osborn Construction Co.

(13) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the street or between the street and property line.

(14) Grass, weed, and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a house or residence is built on a lot, Osborn Construction Company may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs, and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

(15) Except as set forth in the succeeding paragraph, no fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house on said lot, except with the written consent of Osborn Construction Company; no fence, wall or hedge shall be placed on any portion of the sites higher than six feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any

encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Osborn Construction Company and such encroachment is wholly at the risk of the owner.

(16) No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of Osborn Construction Company.

(17) No improvements of any character shall be erected, or the erections thereof begun or change made in any exterior design thereof after original construction on the property, until complete plans, specifications have been submitted to and approved in writing by Osborn Construction Company.

(18) Osborn Construction Company may make other restrictions applicable to each lot by appropriate provision in the contract or deed without otherwise modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bind the respective parties, in the same manner as though they had been expressed herein.

(19) Violation of any restrictions, conditions or covenants herein shall give Osborn Construction Company the right to enter upon property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass

(20) Osborn Construction Company shall have the right to modify the restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction they shall face, to such extent as it deems for the best interest of the Addition as a whole, but, such modification must be in writing.

#### **SCHEDULE OF AREA OF IMPROVEMENTS FROM PROPERTY LINES**

DISTANCE OF IMPROVEMENTS FROM PROPERTY LINES: The house, residence garage or other outbuilding on each site in Section 1, shall not be nearer to the property

lines than is indicated in the following schedule; This shall also include air conditioning units, pool pump units, pools, spas, and hottubs:

BLOCK NUMBER	LOT NUMBER	SQ FT LIVING AREA	SET BACK DISTANCE (no. feet from Lot Lines)			
			NORTH	SOUTH	EAST	WEST
A	1,2,3,4 5,6,7,8	1200	10	10	25	On Water
	9,10,11,12, 13,14,15,16	1500	10	10	25	25
	19	1200	10	15	25	On Water
	20	1200	15	10	25	On Water
	17,18,21, 22,23,24	1200	10	10	25	-- --
	25	Unrestricted	--	--	--	--
B	17,18,19, 20,23	1200	10	10	25	10
	21	1200	15	10	25	10
	22	1200	10	15	25	10
C	1,2,3,4,5, 6,7,8,9,10 11,12,13	1200	10	10	10	25