

RESTRICTIONS FOR SCHIEFFER PLACE SECTION 5 SUBDIVISION,
AUSTIN, TRAVIS COUNTY, TEXAS

12-24-74

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That we, Richard Schieffer, David Boyd Schieffer and Gwendolyn Schieffer Stevens, joined pro forma by her husband, H. Morris Stevens, being the sole owners of Schieffer Place, Section 5, a subdivision out of the Thomas Hawkins Survey No. 9, Abstract No. 346, in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in Plat Book 12, Page 23, Plat Records of Travis County, Texas, hereby impose the following covenants, conditions, and restrictions upon the property located in said subdivision;

1. For the purposes of these restrictions and covenants, a "plot" as herein used shall be understood to consist of a lot or lots having a contiguous frontage and all lots in this subdivision shall be known and described as residential lots.
2. No building shall be erected, placed, or permitted to remain, in its original state of completed construction, on any residential building plot, other than one dwelling not to exceed two and one-half stories in height, and such other buildings, including servants quarters, as are usually and customarily built in connection with the occupancy and use of a main residence.
3. All dwellings erected, placed, altered, or permitted to remain on any residential building plots shall be used exclusively for residence purposes and no part of any building erected in this subdivision, and no lot or parts of any lots therein, shall be used for any business purposes whatsoever, except that one sales office may be erected and maintained by the owner and his agents for the exclusive sale of lots in this subdivision.
4. No building constructed as a dwelling shall be located nearer than twenty-five feet from the front lot line; nor shall any building be located nearer than fifteen feet from any side street. No building constructed as a dwelling shall be located nearer than ten feet from any side plot line. No separate or detached garage or other outbuildings shall be nearer than ninety feet or 75% of its lot depth from the front lot line whichever is less. No separate or detached garage or other outbuildings on any corner lot shall be nearer than forty feet from the side street adjoining the lot upon which it is located. Any structure erected and used solely for ornamental or recreational purposes shall not be subject to the restrictions stated in this paragraph.
5. No structure, either dwelling, separate or attached garage, or outbuilding, shall be erected, placed, or

maintained on any building plot which plot has an area of less than six thousand (6,000) square feet or a width of less than sixty-five (65) feet at the building set-back line as set out in section four (4) thereof. No corner lot shall be resubdivided or used as to permit an additional dwelling facing on a side street.

6. No trailer, basement, tent, shack, garage, garage apartment, barn or other outbuilding erected on said Schieffer Place Section Five shall at any time be occupied or used as a residence by an owner or tenant, temporarily or permanently; provided garage apartments may be occupied and used by domestic servants of a resident owner or tenant if and when full-time employees of a resident owner or a tenant of said owner.
7. No dwelling costing less than \$10,000.00 for its original construction shall be permitted on any lot in said Schieffer Place Section Five. The ground area of the main dwelling in its original construction shall not contain less than one thousand three hundred square feet in the case of a one-story dwelling; nor less than eight hundred square feet in the case of a dwelling of more than one story; it being understood that one-half the area of covered porches and attached garages may be considered as a portion of said ground area. No dwelling shall be permitted which is of box construction.
8. Easements are reserved as shown on the foregoing plat. A five foot easement for utility installation and maintenance is reserved off the rear of each platted lot.
9. No dwelling to be used or occupied as a residence or dwelling place shall be erected on any residential lot in this subdivision unless such building has been designed by a licensed architect, or until the external design and location thereof has been approved in writing by the Subdivider or by the majority of a committee composed of three owners of lots in said Schieffer Place which committee shall be selected, at intervals of three years by a majority of the owners of lots which are subject to these restrictions and covenants; provided, however, that if the subdivider or such committee, if in existence, fails to approve or disapprove said external design within fifteen days after plans have been submitted for approval, then such written approval shall not be required and shall be considered to have been finally waived.
10. These restrictions and covenants are hereby declared to be covenants running with the land and shall be binding upon all persons acquiring title to property in this subdivision, whether by descent, demise, purchase or in any manner whatsoever, and any person or persons, in accepting title to any lot or plot in this subdivision shall hereby agree and covenant to abide by and fully perform the restrictions and covenants set out herein.

11. If any person or persons shall violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning real property in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any restriction or covenant stated herein, and either prevent him or them from so doing or to correct such violation or to recover damages or other dues for such violation. Invalidation of any one or any part of any one of these restrictions by a judgment or an order of a court of competent jurisdiction shall in no way affect or invalidate any of the other restrictions herein set out, all of which shall remain in full force and effect.
12. These restrictions and covenants shall be binding until January 1, 2011.
13. On and after January 1, 2011 these restrictions and covenants shall automatically be extended for successive periods of ten (10) years each unless by a vote of three-fourths majority of the then owners of the lots or plots in this subdivision, it is agreed to amend these restrictions in whole or in part.

Witness our hands, this 2 day of February, 1961.

Richard Schieffer
Richard Schieffer

David Boyd Schieffer
David Boyd Schieffer

Gwendolyn Schieffer Stevens
Gwendolyn Schieffer Stevens

H. Morris Stevens
H. Morris Stevens

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, Lee W. Barton, a notary public in and for Travis County, Texas, on this day personally appeared Richard Schieffer and David Boyd Schieffer, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed:

Given under my hand and seal of office this 4th day of February, A. D. 1961.

Lee W. Barton
Notary Public, Travis County, Texas

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, Levi M. Batten, a notary public in and for Travis County, Texas, on this day personally appeared H. Morris Stevens and Gwendolyn Schieffer Stevens, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Gwendolyn Schieffer Stevens, wife of the said H. Morris Stevens, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Gwendolyn Schieffer Stevens, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 4th day of February, A. D. 1961.

Levi M. Batten
Notary Public, Travis County, Texas

Filed 4-11-61 1961 at M
Recorded 4-11-61 1961 at M

THE STATE OF TEXAS

COUNTY OF TRAVIS

NOTARY PUBLIC

My Comm. Expires

My Comm. Expires

My Comm. Expires

By Levi M. Batten Notary Public