

**WALNUT PLACE DEED RESTRICTIONS**  
**SECTION 4**

1. DESIGNATION OF USE: All lots as shown on the plat of said subdivision shall be used for single family residential purposes with not more than one residence on any lot. No trade, profession, business or commercial purpose of any kind shall be carried on, within or on any of said lots, nor shall anything be done thereon which may create or become any annoyance or a nuisance to the neighborhood, nor shall storage tanks containing inflammable fluids or gases be maintained above the surface of the ground.

2. RETENTION OF EASEMENTS: Easements are reserved as indicated on the recorded plat for drainage easements and utility installation and maintenance. No overhead lines for public or private use shall be permitted in this subdivision.

3. TEMPORARY STRUCTURES AND GARAGE APARTMENTS: No tent, shack, mobile home, house trailer, garage apartment or other outbuilding shall be placed, erected or permitted to remain or ["on"?] any of said lots nor shall any structure of any temporary character be used at any time as a residence thereon.

4. SIZE AND CONSTRUCTION OF DWELLINGS, SEPARATE GARAGES AND GUEST HOUSES: All dwellings shall be of recognized standard construction with outer walls composed of at least seventy-five per cent (75%) masonry by area in the event that the dwelling is more than one story only the first story shall be required to be at least 75% masonry, except as provided below. The dwelling, if one-story shall not contain less than fourteen hundred (1,400) square feet in the house proper, exclusive of garage and porches; if the dwelling is one and one-half stories, not less than one thousand two hundred (1,200) square feet of ground floor area must be in the house proper, exclusive of garage and porches; if the dwelling is two full stories, not less than one thousand (1,000) square feet of ground floor area must be in the house proper, exclusive of garage and porches. Each house must have at least a two car garage unless approval is obtained as outlined in paragraph 6. A separate garage building, servants quarters of one story, or a one-story guest house not to exceed six hundred (600) square feet of floor area will be permitted provided that such structure or structures be attached to the main walls of the dwelling by the same construction and percentage of area of masonry as the main dwelling; provided that the main dwelling be substantially completed prior to erection of such structure or that they be built simultaneously and provided further that all other restrictions, covenants, conditions and uses herein are complied with. Ornamental structures, fences, hedges and walls shall not be permitted to extend forward of the front wall line of the respective dwelling unless approved in writing by the developer or in the alternative by the architectural committee referred to under Paragraph No. 6.

5. SET-BACK: FRONT LINE AND REAR LINE: SIDEWALKS: No structure shall be located or erected on any lot nearer to the front plot line than as indicated by the "building line" shown on the recorded plat of said subdivision, nor nearer than five (5) feet to any side plot line except that the total combined set-back from both sides shall in no event be less than fifteen (15) feet nor nearer than twenty (20) feet to the rear plot line unless first approved by the architectural committee. Within one year from date of purchase of upon completion of the dwelling it shall be the sole responsibility of each lot owner to construct a sidewalk upon his lot beginning 36" from the edge of the curb. The sidewalk shall be 42" wide. Said sidewalks shall comply with the code of the City of Austin, 1967, according to Sections 31-23, A-S, regulating the construction and design of sidewalks in the City of Austin. No radio or television or guy wires shall be maintained on any portion of any lot forward of the front wall line of the respective dwelling.

6. ARCHITECTURAL CONTROL: For the purpose of insuring the development of the subdivision as a residential area of high standards, the developer or in the alternative an architectural committee, composed of John T. Jones, Jr., and Charles R. Wayson, reserves the right to regulate and control the dwellings or structures or other improvements placed on each lot. No dwelling, wall fence or other structure shall be placed upon such lot until the plan therefor and the plot plan have been approved in writing by the developer or the architectural committee or by an appointee of the architectural committee. Refusal or approval of the plans and specification by the developer or by the architectural committee may be based on any grounds including purely aesthetic grounds which in the sole and uncontrolled discretion of the developer or architectural committee shall seem sufficient. No alterations in the exterior appearance of any dwelling or structure shall be made without like approval. No dwelling or other structure shall remain unfinished for more than one (1) year after the same has been commenced.

7. ANIMALS: No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

8. CLEANLINESS: No trash, ashes or other refuse may be thrown or dumped on any vacant lot, park or drainage area in said subdivision.

9. GENERAL PROVISIONS: These provisions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in Walnut Place Section 4 whether by descent, devise, purchase or otherwise and every person by the acceptance of title to any lot in this subdivision shall thereby agree to abide by and fully perform the

foregoing restrictions, conditions, covenants and uses which shall be binding until September 15, 1990. On and after September 15, 1990, said restrictions, conditions, covenants and uses which shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by a vote of three-fourths (3/4) majority of the then owners of the lots in Walnut Place Section 4, each lot or plot to admit of one (1) vote.

10. PENALTY PROVISIONS: if any person or persons shall violate or attempt to violate any of the above restrictions, conditions, covenants and uses, it shall be lawful for any person or persons owning any of the lots in Walnut Place Section 4 to prosecute proceedings in law or in equity against the person or persons violating or attempting such violation to prevent him or them from so doing, or to recover damages for such violation. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the endorsement of any such covenants, conditions, restrictions and uses.

INVALIDATION of any one or part of these conditions, restrictions, covenants and uses by judgment or Court Order shall in no wise affect any of the others which shall remain in full force and effect.

Owner: the Vara Corporation

Filed Sept. 29, 1970