

Johnson's Travis View Deed Restrictions

_____ KNOW ALL MEN BY THESE PRESENTS:

_____ That I, Coy B. Henson, of Austin, Travis County, Texas, being the sole owner of all lots in Johnson's Travis View, a subdivision in Travis County, Texas, according to the map or plat of said subdivision of record in Book 9, page 60, of the Plat Records of Travis County, Texas, herein impose the following covenants, conditions and restrictions upon all of said lots, except Lots 9, 24, 25, 26, 27, 27, and 29.

_____ 1. The ground floor area of the main structure that shall be erected upon said lots shall have not less than 600 square feet of street level floor space exclusive of garages, carports and open porches and the set back line from the front and side street shall be not less than 25 feet and the set back line from the side lot line shall be not less than 5 feet.

_____ 2. No apartment house, duplex, house-trailer, shack, garage, apartment or other outbuildings shall be placed, erected or be permitted to remain on any of said lots nor shall any structure of any temporary character be used at any time as a residence thereon.

_____ 3. No dwelling constructed in this subdivision shall be serviced other than by a septic tank of a suitable design approved by the State Health Department of Texas.

_____ 4. All lots shall be used for residential purposes only not exceeding one residence lot provided that a sales office may be maintained by the subdivider. No mode or profession of any character shall be carried on within or any of said lots.

_____ 5. None of said lots shall be re-subdivided into smaller lots for any purpose whatsoever.

_____ 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

_____ 7. The foregoing provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all parties acquiring any of said lots in Johnson's Travis View whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any of said lots of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants which shall be binding until January 1, 1975.

_____ 8. On and after January 1, 1975, the foregoing conditions, restriction uses and covenants shall be automatically extended for successive periods of 20 years unless changes in whole or in part are approved by a vote of three-fourths of the majority of the then owners of said lots in Johnson's Travis View. Each lot to admit one vote.

_____ 9. If any person or persons shall violate or attempt to violate any of the said conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of said lots 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 violations.

_____ 10. Invalidation of any one or any part of these conditions, restrictions uses or covenants by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

_____ IN TESTIMONY WHEREOF, witness the hand and seal of Coy B. Henson at Austin, Travis County, Texas, this the 25th day of March, 1959.

Coy B. Hensen