

65-7061

AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR APACHE SHORES, SECTION 5
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS ¹³⁻⁷²⁸⁵ 8166 * 2.00
COUNTY OF TRAVIS KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, Section 5, a subdivision in Travis County, Texas, according to the map or plat thereof filed for record in Plat Book 55, Page 41, of the Plat Records of Travis County, Texas, did on August 10, 1971 execute a Declaration of Restrictions for Apache Shores, Section 5, said restrictions being recorded in Book 4129, Page 1030 of the Travis County Deed Records, and

Whereas, in said Declaration of Restrictions Apache Shores, Inc. did reserve the right to amend and modify said restrictions in order to add additional lots and blocks to the list of lots and blocks which could be designated as Mobile Home lots,

Now, therefore, Apache Shores, Inc. does hereby designate all of the lots in blocks lettered "J", "M", and "N" as Mobile Home lots upon which mobile homes shall be permitted.

EXECUTED this 11th day of September, 1972.

APACHE SHORES, INC.

(NO SEAL)

ATTEST:

Dubina Bradtcher
Assistant Secretary

BY: [Signature]
Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

I
Y

BEFORE ME, undersigned, on this day personally appeared JOHN M. PENNINGTON, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of September, A. D., 1972.

Edw. Christ
Notary Public in and for Harris County, Texas

RECORDS
Harris County, Texas

1110 - 793

DECLARATION OF RESTRICTIONS FOR
APACHE SHORES, SECTION 5
TRAVIS COUNTY, TEXAS

45-4065

THE STATE OF TEXAS
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

THAT APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, Section 5, a subdivision in Travis County, Texas, according to the map or plat thereof filed for record in Plat Book 55, Page 41, of the Plat Records of Travis County, Texas, does hereby declare that the above Section or Installment in the above subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out, as follows, to-wit:

All of the lots in all of the Blocks of this Section shall be subject to the following covenants, conditions, easements, restrictions and reservations, to-wit:

1. Not more than one single family dwelling may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on any lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside walls. No tents, shacks or other similar structures shall be erected, moved to, or placed upon any lot. All buildings must be completed within six (6) months from the date construction commences. No mobile homes shall be permitted on any lots in any Blocks except the following, to-wit:

- (a) All of the lots in Blocks lettered "B", "C", "D", "E", "F", "G", "H", "K" and "L".
- (b) All additional lots in additional Blocks from time to time designated as mobile home lots by amendment or amendments hereto in writing by APACHE SHORES, INC. and filed of record.

All mobile homes shall be set up in a permanent fashion and under-pinned with masonry, rock, brick, block or stone.

2. No residence shall have less than 650 square feet of living space on the ground or first floor, exclusive of porch area. All building plans are subject to approval of APACHE SHORES, INC., or its assigns. No porch or other projection of any building shall extend nearer than 10 feet from any road right-of-way, nor nearer than 5 feet from the property line of any abutting property owner, nor within 30 feet from the normal high water line of Lake Austin, without the written permission of APACHE SHORES, INC., its successors or assigns.

AP-410303

3. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of APACHE SHORES, INC., or its successors or assigns. No septic tanks shall be installed on any lot without prior approval of all appropriate governmental authorities and all septic tanks must be so approved prior to the commencement of construction of a residence, or the placement of a mobile home on a lot, as the case may be. Further, all lots abutting Lake Austin shall be subject to the terms and restrictions set out on the recorded plat with regard to septic and sewer systems.

4. No boat docks, floats, or other structures shall be constructed or placed into or on Lake Austin without having first complied with all the rules and regulations of the City of Austin, Texas, and/or the Lower Colorado River Authority, but in no event shall such structures extend into the Lake from the property line more than 20 feet.

5. APACHE SHORES, INC., for itself, its successors, assigns and licensees reserves a 10-foot wide easement along the road rights-of-way, a 6-foot wide easement along the rear line, and a 5-foot wide easement along the side line of each and every lot for the purpose of installing, operating and maintaining the utility lines and mains thereon, together with a right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever for said installations, operation or maintenance; together with the right to install, operate and maintain gas

and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any other purposes mentioned above; excepting, however, where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subjected to the aforementioned side lot line easements. APACHE SHORES, INC., for itself, its successors, assigns and licensees also reserves the right in cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against APACHE SHORES, INC., its successors, assigns or licensees either at law or in equity excepting in the case of willful negligence, by reason of any damage caused to said lots or improvements thereon in installing, operation or maintaining the above mentioned installations.

40-4007

6. No dwelling shall be placed or erected on any tract of land or resubdivided lots smaller than the lots as subdivided and shown on the recorded plat.

7. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

8. No 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.

9. No individual water supply system shall be permitted on any lot. All water must be furnished by APACHE SHORES UTILITY CORP., its successors or assigns. APACHE SHORES, INC. reserves the right to designate one or more lots in this Section to be used for additional water supply facilities and upon such designation these restrictions shall not apply to such lots.

10. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators, and assigns, and if

said owners, their heirs, executors, successors, or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so by appropriate injunctive relief, or to recover damages for such occurrence. Further, APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., may in its name enforce these restrictions by any proceeding at law or in equity. These restrictions shall be in force and effect for a period of twenty-five (25) years from the date of the execution hereof, after which time said covenants and restrictions 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 has been recorded, agreeing to change said covenants and restrictions in whole or in part.

42-4168

12. Invalidity of any one or more of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions or restrictions which on the other hand shall remain in full force and effect.

13. Each lot owner in APACHE SHORES, SECTION 5, shall be subject to an annual maintenance fee charge of \$35.00 which each lot owner agrees to pay to APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., its successors and assigns, annually on the first day of March commencing in the year following the date of the purchase of a lot by an owner. To secure the payment of said maintenance fee APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., is hereby granted a lien upon each lot to secure the payment thereof. APACHE SHORES, INC., its successors and assigns, does hereby reserve a lien against each lot in APACHE SHORES, Section 5, to secure the prompt payment of the water assessments imposed upon each lot at the time water is made available to each lot, which assessment is in the amount of \$3.00 per running foot, with a minimum assessment of \$180.00.

EXECUTED this 10th day of August, 1971.

APACHE SHORES, INC.

ATTEST:

Ann Bodner
Assistant Secretary

BY: *John M. Pennington*
VICE PRESIDENT

48-4060

CORPORATE SEAL)

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned, on this day personally appeared JOHN M. PENNINGTON, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of August, A. D., 1971.

Helen Christ
Notary Public in and for
Harris County, Texas

NOTARY SEAL

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

AUG 12 1971



Terrell St. Regis
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
AUG 12 8 05 AM '71
Terrell St. Regis
COUNTY CLERK
TRAVIS COUNTY, TEXAS