

ADDITIONAL RESTRICTIONS FOR SMALL LOT SUBDIVISION  
(WINDERMERE, PHASE G, SECTION ONE)

The following additional restrictions shall apply to *Windermere, Phase G, Section One: A Small Lot Subdivision*, according to the plat recorded in Vol. 86, Pages 58A, 58B, and 58C. Plat Records of Travis County, Texas. The restrictions are a reflection of the small lot restrictions that were contained in the Declaration of Covenants, Conditions, and Restrictions recorded in Vol. 09484, Page 0126, Real Property Records of Travis County, Texas and applicable to the above described subdivision.

Article One  
DEFINITIONS  
(Windermere, Phase G, Section One)

1.01. *Owner*. "Owner" shall mean the record owner, whether one or more persons or entities, of a freehold interest in any lot in the above described small lot subdivisions or interest merely as security for the performance of an obligation.

1.01. *Small Lot*. A small lot is a lot having an area of less than 5,750 square feet, but not less than 3,600 square feet, door as otherwise considered a small lot as shown by inclusion in the recorded plat.

1.03. *Common side lot line*. A common side lot line is a side lot line between two or more lots.

1.04. *Zero lot line*. A zero lot line is a common side lot line on which a wall of a structure may be constructed.

1.05. *Dominant side yard*. The dominant side yard is the side yard of a small lot having the larger width or the side yard which faces the opaque wall of the residence on the adjoining lot.

1.06. *Subordinate side yard*. The subordinate side yard is the side yard of a small lot having the smaller width or the side yard which is next to the opaque wall on its own lot.

1.07. *Opaque wall*. An opaque wall is a wall constructed without door or window openings.

1.08. *Maintenance easement*. A maintenance easement is an easement granted by the owner of one lot to the owner of an adjoining lot in a small lot subdivision exclusively for the purpose of allowing the occupant of a dwelling unit constructed on or within less than five feet of the common side lot line access to the adjoining property in order to maintain that portion of his dwelling situated on or near the common side lot line.

1.09. *Use easement*. A use easement is an easement granted by the owner of one lot to the owner of an adjoining lot in a small lot subdivision exclusively for the purpose of allowing the occupant of the dwelling unit having the dominate side yard the use, enjoyment and privacy of such dominant side yard.

1.10. *Off-street parking*. Off-street parking for the purposes herein shall mean the parking area is a garage, carport or on the driveway between the street right-of-way or access easement and the dwelling unit.

Article Two  
LOT AND USE RESTRICTIONS  
(Windermere, Phase G, Section One)

2.01. *Type of buildings permitted*. No lot shall be used except for residential purposes. Except as hereinafter provided, no building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed 35 feet in height, and a private garage for not more than three cars. No existing dwelling shall be moved onto any lot in this subdivision. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be placed or used on any lot at any time as a residence either temporarily or permanently.

2.02. *Dwelling cost, quality and size*. The total floor area of any single family structure or dwelling, exclusive of one-story open porches and garages or carports, built on any lot in said subdivision shall contain not less than 500 square feet.

2.03 *Lot requirements.* The following criteria are mandatory for lots in the small lot subdivisions in described at the beginning of this exhibit.

- (1) The minimum area of any lot, except a corner lot, shall be 3,600 square feet.
- (2) The minimum area of a corner lot shall be 4,500 square feet.
- (3) Except as provided below, the minimum width of any lot shall be 40 feet. However,
  - (a) The minimum width of a corner lot shall be 50 feet.
  - (b) Lots fronting on a cul-de-sac may have a minimum chord width of 33 feet at the arc formed by the street line, a minimum chord width of 40 feet at the front building setback line, and shall have a minimum width between side lot lines of 40 feet at all points 50 feet or more to the rear of the street line.
- (4) The minimum front yard setback for any lot shall be 20 feet.
- (5) The minimum street yard setback for any corner lot shall be ten 10 feet.
- (6) One wall of the building erected on each lot may be situated on the three-foot side lot building setback line.
- (7) The minimum distance between dwellings on adjoining lots shall not be less than 10 feet. A patio and patio cover may be constructed in a dominant side yard within this 10-foot area, but at least six feet unobstructed clearance between the patio cover and the roof line of the dwelling on the adjoining lot shall be maintained.
- (8) The wall of any dwelling built within less than five feet of the common lot line shall be constructed and maintained as a solid opaque plane, containing neither window nor door openings nor any other type of openings.
- (9) The minimum rear yard setback shall be five feet, exclusive of drainage easements. Provided, however, when there is a private access easement at the rear of the lot there shall be a minimum setback of 10 feet between such access easement and any building or fence.
- (10) The maximum building coverage on any lot shall be 45 percent of the lot area.
- (11) The maximum impervious coverage on any lot shall be 55 percent of the lot area.
- (12) No lot shall have more than one dwelling unit.
- (13) The maximum height of any building shall be 35 feet.
- (14) Three off-street parking spaces, one of which shall be covered, shall be required for each dwelling unit.
- (15) A maintenance easement shall be required on the dominant side of any common side lot line which is adjacent to a small lot having a dwelling unit constructed on or within less than five feet of the common line in order to facilitate the customary maintenance of the structure and fixtures, including site drainage, located on the subordinate side of such common lot line. Each required maintenance easement shall be a minimum of five feet in width and extending the full length and parallel to the common side lot line.
- (16) A use easement shall be required on the subordinate side of any common side lot line in order to facilitate the use, enjoyment and privacy of the dominant side yard by the occupant(s) of the dwelling on the side of the common side lot line having the dominant yard.
- (17) Public utility easements may be established along the rear, front or side lot lines. Underground utility service to all lots shall be required.
- (18) The maintenance of all common areas and access easements shall be the responsibility of the abutting property owners.

Article Three  
EASEMENTS  
(Windermere, Phase G, Section One)

3.01. *Easements.* Public utility easements are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot. These easements are reserved for installation and maintenance of public utilities and public drainage facilities, and they are also reserved in each block as needed for adequate surface drainage of all lots within each block. Easements three feet in width are also reserved on each side of all side lot lines as needed for adequate surface drainage of all lots within each block. Easements three feet in width are also reserved on each side of all side lot lines as needed for adequate surface drainage of all other lots within the block. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements or which may obstruct or retard the flow of water through the drainage channels or swales in the easements. The easement area in each lot and all improvements in it shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

3.02 *Use easements.* The owner of each lot shall possess as use easement over the subordinate side yard of the lot which is adjacent to the owner's dominant side yard for the purpose of allowing such owner the use, enjoyment and privacy of his dominant side yard. The owner of the dominant side yard shall have the right to incorporate said easement into his dominant side yard through the use of fencing and/or landscaping and such owner shall assume the duty and responsibility to maintain said easement as a portion of his yard. This duty to maintain shall include, but not be limited to, mowing, edging, care of the lawn and keeping of said easement clear of debris. This requirement may be modified by mutual agreement of the property owners with the concurrence of the Architectural Control Committee; provided, however that such modification shall conform to the requirements of Section 13-3-107 of the Austin City Code of 1981.

3.03. *Maintenance easements.* The owner of each lot shall possess a maintenance easement over the dominant side yard of the lot which is adjacent to the owner's subordinate side yard to allow maintenance of that portion of such owner's dwelling that is situated on the three foot side lot building setback line. More specifically, such easement is granted for the following purposes.

- (1) To maintain roof overhangs, foundations, and building encroachments within the easement area to the extent existing at the time of completion of the initial construction of such dwelling;
- (2) To enter upon the easement area for purposed of constructing, maintaining, repairing and restoring such dwelling;
- (3) For continuing use of any swale or similar drainage facility situated within the easement area for the purpose of carrying storm water.

LIST OF AMENDMENTS, SUPPLEMENTS, AND ANNEXATIONS TO ORIGINAL DECLARATION  
THAT ARE BEING TOTALLY SUPERSEDED AND REPLACED BY THIS REVISED DECLARATION

1. *Declaration of Covenants, Conditions, and Restrictions [for Windermere]*, recorded in Vol. 7775, Page 334, Real Property Records of Travis County, Texas.
2. *Supplemental and Amended Restrictions for Windermere, Phase A, Section 1*, recorded in Vol. 8036, Page 891, Real Property Records of Travis County, Texas.
3. *Declaration of Covenants, Conditions, and Restrictions [Additional Restrictions for Windermere, Phase G, Section One, a Small Lot Subdivision]*, recorded in Vol. 9484, Page 126, Real Property Records of Travis County, Texas.
4. *First Amendment to the Declaration of Covenants, Condition, and Restrictions for Windermere Homeowner's Association, Inc.*, recorded in Vol. 107431, Page 0514, Real Property Records of Travis County, Texas.
5. *Supplemental Declaration of Covenants, Conditions, and Restrictions*, recorded in Vol. 11509, Page 752, Real Property Records of Travis County, Texas.
6. *Annexation to Homeowners Association*, recorded in Vol. 8092, Page 597, Real Property Records of Travis County, Texas.
7. *Annexation to Homeowners Association*, recorded in Vol. 8420, Page 368, Real Property Records of Travis County, Texas.
8. *Annexation to Homeowners Association*, recorded in Vol. 8507, Page 408, Real Property Records of Travis County, Texas.
9. *Annexation to Homeowners Association*, recorded in Vol. 8526, Page 279, Real Property Records of Travis County, Texas.
10. *Annexation to Homeowners Association*, recorded in Vol. 8598, Page 295, Real Property Records of Travis County, Texas.
11. *Annexation to Homeowners Association*, recorded in Vol. 8627, Page 863, Real Property Records of Travis County, Texas.
12. *Annexation to Homeowners Association*, recorded in Vol. 8636, Page 391, Real Property Records of Travis County, Texas.
13. *Annexation to Homeowners Association*, recorded in Vol. 8647, Page 501, Real Property Records of Travis County, Texas.
14. *Annexation to Homeowners Association*, recorded in Vol. 8648, Page 172, Real Property Records of Travis County, Texas.
15. *Annexation to Homeowners Association*, recorded in Vol. 8708, Page 502, Real Property Records of Travis County, Texas.
16. *Annexation to Homeowners Association*, recorded in Vol. 8714, Page 53, Real Property Records of Travis County, Texas.
17. *Annexation to Homeowners Association*, recorded in Vol. 8752, Page 206, Real Property Records of Travis County, Texas.
18. *Annexation to Homeowners Association*, recorded in Vol. 9068, Page 521, Real Property Records of Travis County, Texas save and except the property owned by the Pflugerville Independent School District and described in Vol. 9610, Page 823, Real Property Records of Travis County, Texas.
19. *Annexation to Homeowners Association*, recorded in Vol. 10731, Page 556, Real Property Records of Travis County, Texas.

MANAGEMENT CERTIFICATE

(check as appropriate)

Commencement,  Change, or  Termination  
for  Condominium Project,  Townhome Project, or  Residential Subdivision

The undersigned Manager or management company gives notice that (check one):

- it has commenced management of the Association named below; or
- it is continuing management of the Association but is refileing this management certificate because information in an earlier certificate needs updating; or
- it is no longer managing the Association.

1. Exact name of owners association: \_\_\_\_\_

2. Name of project or subdivision: \_\_\_\_\_

3. Address of project: \_\_\_\_\_  
street address of project (if condominium or townhome project)

\_\_\_\_\_

city

state

zip

4. Exact name of declaration of covenants, conditions and restrictions: \_\_\_\_\_

\_\_\_\_\_

5. Declaration recording data : Vol. \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ Records,  
\_\_\_\_\_ County, Texas.

6. Name of managing agent: \_\_\_\_\_  
(name of management company (or name of individual if not a management company))

7. Mailing address of managing agent: \_\_\_\_\_  
street address or P. O. Box address

\_\_\_\_\_

city

state

zip

8. Person to contact in management company: (ask for person in charge of the association named above) \_\_\_\_\_

9. Managing agent's telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

This certificate is filed of record in the county where the above described project is located. It shall be valid until a management certificate is filed by another management company for the Association or until a termination of this management certificate is filed of record, whichever is sooner.

\_\_\_\_\_  
Name of management company

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed name and title of above person

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_ by  
\_\_\_\_\_ in the above stated capacity.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed name of notary \_\_\_\_\_  
My commission expires \_\_\_\_\_

*After recording, please return to managing agent at the address stated  
in sections 6 and 7 above.*

winderdecclean.100m

*This instrument was prepared in the law offices of Niemann & Niemann, Westgate Building, Suite 313, 1122 Colorado Street, Austin, Texas 78701, (512) 474-6901.*

After recording, return to:  
Larry Niemann  
Niemann & Niemann, Attorneys at Law  
1122 Colorado Street, Suite 313  
Austin, Texas 78701

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR WINDERMERE -- REVISED 1996

December 3, 1996