

RECORDED BY
TEXAS PROFESSIONAL TITLE, INC.
DOC. NO.

FILM CODE

00004401384

00083185

4:10 PM 4008

13.00 INDX
2 2 09/08/88
831.85-DOC#
6.79-CHK#

DECLARATION OF ADDITIONAL RESTRICTIVE COVENANTS
[Northwest Hills Lakeview Section II]

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Declaration of Additional Restrictive Covenants is made
this 6th day of September, 1988 by Bluebonnet Development, Ltd.,
a Texas limited partnership (hereinafter called "Developer"),
acting by and through its duly authorized general partner:

W I T N E S S E T H:

WHEREAS, Developer is the sole owner of certain lots in
Northwest Hills of Lakeview, Section II, according to the plat
thereof of record in Book 84, Pages 76C, 76D and 77A of the Plat
Records of Travis County, Texas, such lots being more particularly
set forth in Exhibit "A" attached hereto and made a part hereof
for all purposes (the "Property"); and

WHEREAS, Bluebonnet Development Corporation, a Texas corp-
oration, Developer's predecessor in interest, executed that
certain Declaration of Restrictive Covenants dated the 25th day of
May, 1984, recorded at Volume 9331, Page 0505 of the Real Property
Records of Travis County, Texas (the "Declaration"), which
Declaration is incorporated herein by reference and made a part
hereof for all purposes; and

WHEREAS, Developer desires to encumber the Property with the
covenants, conditions, restrictions, reservations and charges
hereinafter set forth, all of which shall inure to the benefit of
and pass with the Property, and each and every lot or parcel
thereof, and shall apply to and bind the successors in interest
and any other owner thereof;

NOW, THEREFORE, Developer, the sole owner in fee simple of
the Property, hereby declares that all lots comprising the
Property shall be held, transferred, sold, and conveyed, subject
to the following additional covenants, conditions, restrictions,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10770 1359

reservations, and charges, hereby specifying and agreeing that these Additional Restrictive Covenants and the provisions hereof shall be and do constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of each lot, and the owners by acceptance of their deeds for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of these covenants:

1. PROPERTY SUBJECT TO RESTRICTIVE COVENANTS. The property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described on Exhibit "A" attached hereto and made a part hereof for all purposes, and constitutes all lots in Northwest Hills of Lakeview, Section II which are presently owned and held by the Developer.

2. DWELLING SIZE.

a. The area of the main structure of a single-family residence shall not be less than 2,000 square feet, excluding all open and covered porches and garage units for the following lots: Block C, Lots 16, 17 and 18.

b. The area of the main structure of a single-family residence shall not be less than 2,500 square feet, excluding all open and covered porches and garage units for the following lots: Block E, Lots 3, 4 and 5; Block F, Lots 1, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 29; Block G, Lots 1, 2, 5, 7, 9, 10, 11, 13, 17, 18 and 20.

c. The Architectural Control Committee, established pursuant to the Declaration, may approve a dwelling size containing less square feet, but such approval must be in writing.

3. TERM. These Additional Restrictive Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then

owners of the lots encumbered by these Additional Restrictive Covenants, it is agreed to change said declaration in whole or in part.

4. ENFORCEMENT. If the owner of any lot, or their heirs, executors, administrators, successors, assigns, or tenants shall violate or attempt to violate any of the covenants set forth in this Declaration of Additional Restrictive Covenants, it shall be lawful for any person or persons owning any lot encumbered by this Declaration of Additional Restrictive Covenants, or Developer, to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants. The failure of the owner or tenant to perform its obligations hereunder would result in irreparable damage to the Developer and the other owners subject to the Additional Restrictive Covenants contained herein, thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. Such action may be brought against any person, firm or corporation violating or apparently about to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction of either a restraining or mandatory nature or both and of either a temporary or permanent nature or both, including, but not limited to, one restraining construction of any improvements commenced, or about to be commenced, which would violate, or which appears would violate, the terms hereof. In the event enforcement actions are instituted and the party bringing such action is successful in obtaining any relief, then in addition to the remedies specified above, the party or parties against whom such relief is granted shall pay to the enforcing party costs and reasonable attorney's fees in such amount as the court may determine.

5. SEVERANCE. In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid

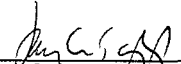
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

or unenforceable by a court of competent jurisdiction, it shall not effect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges. If any of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

6. MISCELLANEOUS. Except as otherwise provided herein, this Declaration shall be in full force and effect with respect to all of the lots presently owned by Developer and contained within the Property. In the event of any conflict of the provisions hereof with the terms of the Declaration (including anything to the contrary in Article II, Section B concerning dwelling size), this Declaration of Additional Restrictive Covenants shall apply and be controlling.

EXECUTED on the date first set forth above.

BLUEBONNET DEVELOPMENT, LTD., a
Texas limited partnership

By: 
Jay C. Tapp, General Partner

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

-4-

10770 1362

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Sept. 6, 1988, by Jay C. Tapp, general partner of Bluebonnet Development Ltd., a Texas limited partnership, on behalf of said limited partnership.

Sue Tonn
Notary Public, State of Texas

Sue Tonn
(Stamped or Printed Name of Notary)

My Commission Expires: 7-27-91

NOTARY SEAL

After Recording, Please Return To:
Bluebonnet Development, Ltd.
P.O. Box 26930
Austin, TX 78755

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10770 1363

EXHIBIT A

The following lots, all of which are in Northwest Hills of Lakeview, Section II, according to the map or plat thereof of record in Book 84, Pages 76C, 76D and 77A of the Plat Records of Travis County, Texas, are the lots subject to this Declaration of Additional Restrictive Covenants:

Block C, Lots 16, 17 and 18

Block E, Lots 3, 4 and 5

Block F, Lots 1, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 29

Block G, Lots 1, 2, 5, 7, 9, 10, 11, 13, 17, 18 and 20

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

SEP 8 1988



[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
SEP 1988 -8 PM 3:07
DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RETURN TO:
TEXAS PROFESSIONAL TITLE INC.
3508 FAR WEST BLVD., SUITE 160
AUSTIN, TX. 78731

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10770 1364