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TEXAS PROFESSIONAL TITLE, INC.

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DOC. NO.

00083186

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

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231.86-DDC  
6.79-CMK

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

This Declaration of Additional Restrictive Covenants is made  
this 6<sup>th</sup> 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 III, according to the plat  
thereof of record in Book 84, Pages 82B and 82C 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  
June, 1986, recorded at Volume 9759, Page 0251 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,

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TRAVIS COUNTY, TEXAS

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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 III 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 J, Lots 2, 3, 4, 5, and 6; and Block K, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 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 H, Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 21; Block J, Lots 1, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 40 and 41; and Block K, Lots 19, 20, 21, 22 and 23.

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.

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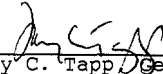
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5. SEVERANCE. In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not effect the validity and enforceability of the other covenants, 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

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TRAVIS COUNTY, TEXAS

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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

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TRAVIS COUNTY, TEXAS  
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EXHIBIT A

The following lots, all of which are in Northwest Hills of Lakeview, Section III, according to the map or plat thereof of record in Book 84, Pages 82B and 82C of the Plat Records of Travis County, Texas, are the lots subject to this Declaration of Additional Restrictive Covenants:

Block H, Lots 1, 3, 4, 5, 6, 7, 8, 9, 10,  
11, 12, 13, 14, 15, 16, 17, 18, 19, and  
21

Block J, Lots 1, 2, 3, 4, 5, 6, 7, 9, 10,  
11, 12, 13, 14, 15, 16, 17, 18, 19, 20,  
21, 22, 23, 24, 25, 26, 27, 40 and 41

Block K, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9,  
10, 11, 12, 13, 14, 15, 16, 17, 18, 19,  
20, 21, 22, 23

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, on

SEP 8 1988



*Dana De Beauvoir*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED  
SEP 1988 -8 PM 3:08  
DANA DE BEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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

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