

THE STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS :

That we, the undersigned, owners of Highland Hills, Section Five, Phase One as shown on the plat thereof recorded in Book 8, Page 162 of the Travis County Plat Records, do hereby impress all of the property included in Highland Hills, Section Five, Phase One with the following restrictions and covenants, declared to be minimum restrictions, it being contemplated that as to certain lots the requirements may be more restrictive.

1. Designation of Use

All lots in Highland Hills, Section Five, Phase One shall be known and described as residential lots and shall be used for residential purposes only, provided that a Sales Office may be maintained by the Subdividers. For the purpose of these restrictions and covenants, a "Plot" shall consist of a lot or a part of a lot or lots having a contiguous frontage and having an average width of not less than 75 feet.

2. Retention of Easements

Easements are reserved as indicated on the recorded plat.

3. Restriction Against Nuisance Use

No trade or profession of any character shall be carried on upon any plot or lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. Restriction Against Temporary Structures and Garage Apartments

No trailer, tent, shack, detached garage, garage-apartment, stable, or barn shall be placed, erected, or be permitted to remain on any plot, nor shall any structure of temporary character be used at any time as a residence.

5. Restriction as to Minimum Plot Size

No structure shall be erected or placed on any plot which plot has an average width of less than 75 feet. No re-subdivision of existing lots shall be made which would create an additional lot or plot; but this shall not prevent the modifying of boundaries of original lots, in conformity with the above minimum width.

6. Restriction as to Number and Type of Dwelling

Only one one-family residence may be erected, altered, placed or be permitted to remain on any plot.

7. Restriction as to Garages, Servants Quarters, etc.

No detached garage or servant house shall be built on any plot in said tract, but any garage or servant quarters shall be a part of the main residence or attached thereto by a common wall or by a covered passage-way. No garage shall be for more than 3 cars. Ornamental fences and walls, greenhouses, garden houses, detached carports and the like are permitted, subject to the provisions of Paragraph 10 below.

8. Set-Back: Front Line, Side Line, and Rear Line

No structure shall be located or erected on any plot nearer to the front plot line than 40 feet; or nearer than 10 feet to any side lot line; or nearer than 25 feet to a side street line; or nearer than 20 feet to any rear line; provided, that the Subdividers, or, in the alternate, the Architectural Committee referred to in Paragraph 10 may vary set-back requirements to City minimum where in the opinion of the Subdividers or the Committee no adverse effect will be had on the neighborhood and where, because of trees and/or topography, the strict enforcement of the provisions of this paragraph would militate against the best utilization of the lot. Under no circumstances, however, shall a structure approach nearer than 25 feet to the front line; or, except in the case of west side line of Lot 1, nearer than 7½ feet to any side line; or, if a corner, nearer than 15 feet to a side street line.

9. Restriction as to Size of Dwelling

All dwellings shall be of recognized standard construction. The dwelling erected on any plot shall cover not less than 2,000 square feet of floor area of which not less than 1,600 square feet shall be in the house proper, exclusive of garage and porches. The exterior wall surface, exclusive of doors and windows, shall be not less than 50% masonry.

10. Architectural Control

No structure shall be erected on any plot until the design and location thereof have been approved in writing by the Subdividers or in the alternate by an Architectural Committee appointed at intervals of not more than five years by the then owners of majority of the lots in the then platted sections of Highland Hills. Before building begins, the Owner shall submit complete plans, including plot plan, and specifications for written approval; and, if found structurally sound and architecturally suitable to the site and to the development as a whole, construction may begin. If neither the Subdividers nor the Committee acts

within fifteen days after plans have been submitted for approval as to design, or location, or both, and if no suit to enjoin the erection of such building has been commenced, such approval shall not be required. It is provided, however, that, when plans and specifications have been prepared by a registered architect for a particular lot, approval as to location only shall be required.

On lots having an excessive slope, where the improvements are designed by a registered architect, and where in the opinion of the Subdividers, it is clearly shown that the attaching of a garage would not be practicable, a detached carport open on three sides shall be permitted, provided further, in the sole opinion of the Subdividers, no adverse effect will be had on surrounding development.

11. Maintenance

By acceptance or conveyance, or a contract of sale and purchase, the purchaser shall thereby obligate himself to maintain any and all lots acquired by him free of weeds and trash and in keeping with maintenance standards of adjoining lots.

12. General Covenants

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in Highland Hills, Section Five, whether by descent, devise, purchase or otherwise; and any person by the acceptance of title to any lot or plot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These restrictions and covenants shall be binding until January 1, 1979. On and after January 1, 1979, said restrictions and covenants shall be automatically extended for successive periods of ten years each unless, by a vote of a three-fourths majority of the then owners of the lots in the then platted sections of Highland Hills, it is agreed to change said restrictions in whole or in part; each lot, or plot to admit of one vote.

13. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any other person or persons owning any real property situated in the platted sections of Highland Hills to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant, and either prevent

him or them from so doing, or to correct such violation, or to recover damages or other dues for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in no wise effect any of the other provisions or part of provisions which shall remain in full force and effect.

Executed at Austin, Texas, this 11th day of August, A. D. 1958.

BRADFIELD-CUMMINS, INCORPORATED

W. L. Bradfield  
By: W. L. Bradfield, President

ATTEST:

Donald H. Cummins  
Donald H. Cummins, Secretary

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared W. L. BRADFIELD, 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 as President of, and as the act and deed of Bradfield-Cummins, Incorporated, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of August, A. D. 1958.

Consuelo Moreno  
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

Filed Apr 24 1958 at 3:55 P  
Recorded Apr 24 1958 at 9:15 A