

5/8

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

That WESTOVER HILLS, LTD., A Limited Partnership composed of Northwest Development Company, Inc., as General Partner and W. R. Reid as Limited Partner, owner of all of the lots in Westover Hills, Section Two (2), a subdivision in Travis County, Texas, as shown by plat thereof of record in Book 21, Page 3, of the Plat Records of Travis County, Texas, does hereby impress all of the property included in said subdivision with the following restrictions, covenants, conditions and uses:

1. DESIGNATION OF USE: All lots as shown on the plat of said subdivision recorded in Plat Book 21, Page 3, Plat Records of Travis County, Texas, shall be used for single family residential purposes, with not more than one residence on any lot, and shall not be used for any trade or profession.

No obnoxious or offensive trade or profession shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No cattle, hogs, poultry, horses or other animals may be kept on any part of Westover Hills, Section Two (2), except that this paragraph shall not preclude the keeping of pets or animals, other than the above mentioned, such as are ordinarily kept as pets in residential subdivisions, provided they are not kept or bred for any commercial purpose.

2. RETENTION OR EASEMENTS: Easements are reserved as indicated on the recorded plat.

3. TEMPORARY STRUCTURES AND GARAGE APARTMENTS: No apartment house, house trailer, tent, shack, garage apartment or other outbuildings shall be placed, erected or permitted to remain on

any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon.

4. SEPARATE GARAGES, GUEST HOUSES, ETC.: A separate garage building, servants' quarters of one story, or a one story guest house not to exceed 600 square feet of floor area will be permitted, provided that such structure, or structures, complies with City of Austin Building Code or must be attached to the main residence by a common wall or by a covered passage-way, provided that the main dwelling be substantially completed prior to said erection and provided further that all other restrictions, covenants, conditions and uses herein are complied with.

5. MINIMUM PLOT SIZE: No structure shall be erected or placed on any plot which plot has an average width of less than 80 feet. No resubdivision 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. For the purpose of these restrictions, a "plot" shall consist of a lot or lots having a contiguous frontage and an average width of not less than 80 feet.

6. SIZE AND CONSTRUCTION OF DWELLINGS: All dwellings shall be of recognized standard construction. The dwelling, if one story, erected on any plot shall cover not less than 1,800 square feet of floor area, of which not less than 1,500 square feet shall be in the house proper, exclusive of garage and porches; if the dwelling is one and one-half stories, not less than 1,400 square feet in the first floor area of the house proper; and if full two stories, not less than 1,000 square feet of floor area, exclusive of garage and porches. Ornamental

-2-

structures, fences and walls are permitted subject to approval in writing of the Developer, or in the alternative, by the Architectural Committee referred to under Paragraph No. 8.

7. SET-BACK, FRONT LINE, SIDE LINE AND REAR LINE: No structure shall be located or erected on any lot nearer to the front plot line than twenty-five (25) feet, no nearer than five (5) feet to any side plot line, except that the total combined set-back from both sides shall in no event be less than fifteen (15) feet, not nearer than twenty (20) feet to the rear plot line, unless first approved by the Architectural Committee:

No fence, wall, or hedge more than three (3) feet in height shall be maintained forward of the front wall line of the respective house except with the Architectural Committee's approval in writing.

No radio or television aerial or guy wires shall be maintained on any portion of any lot forward of the front wall line of the respective house.

8. ARCHITECTURAL CONTROL: For the purpose of insuring the development of the subdivision as a residential area of high standards, the Developer, or, in the alternative, an Architectural Committee composed of W. L. Mayfield, W. R. Reid, Bernie Karchmer, and E. H. Smartt, reserves the right to regulate and control the buildings or structures or other improvements placed on each lot. No building, wall, fence or other structure shall be placed upon such lot until the plan therefor and the plot plan have been approved in writing by the Developer, or the Architectural Committee, or by an appointee of the Architectural

Committee. Refusal of approval of the plans and specifications by the Developer or by the Architectural Committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or Architectural Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. No house or other structure shall remain unfinished for more than one (1) year after the same has been commenced.

The right is reserved for the Developer or the Architectural Committee to change these restrictions in the case of unusual or irregularly shaped lot or lots unusual in size, where such change is required for the advantage and best appearance of the immediate community.

9. GENERAL PROVISIONS: These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in Westover Hills, Section Two (2), whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1985. On and after January 1, 1985, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in Westover Hills, Section Two (2), each lot, or plot, to admit of one vote.

10. PENALTY PROVISIONS: If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in Westover Hills, Section Two (2), to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from so doing, or to recover damages for such violations. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the endorsement of any such covenant, conditions, restrictions or use.

Invalidation of any one or any part of these conditions, restrictions, uses or covenants by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

WITNESS OUR HANDS this 1st day of March, A.D. 1965.

ATTEST:

Beryl Faret
Assistant Secretary

(CORPORATE SEAL)

NORTHWEST DEVELOPMENT COMPANY, INC.

By W. L. Mayfield
W. L. MAYFIELD, President

E. H. Smartt
E. H. SMARTT,
For the Limited Partner

-5-

DEED RECORDS
Travis County, Texas

VOL 2931 PAGE 97

THE STATE OF TEXAS)
(
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared W. L. MAYFIELD, President of NORTHWEST DEVELOPMENT COMPANY, 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 as the act and deed of the said NORTHWEST DEVELOPMENT COMPANY, INC., Austin, Texas, for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of March, A.D. 1965.

(NOTARY SEAL)

Lois Patton Felpe
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS)
(
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared E. H. SMARTT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of March, A.D. 1965.

(NOTARY SEAL)

Lois Patton Felpe
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF TRAVIS }

I hereby certify that this instrument was FILED on the date and at the time stamped herein 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

MAR 15 1965



Emilie Limburg
COUNTY CLERK,
TRAVIS COUNTY, TEXAS

FILED
Emilie Limburg
COUNTY CLERK,
TRAVIS COUNTY, TEXAS

MAR 11 10 40 AM '65