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

That we, the undersigned, owners of Highland Hills, Section Nine, Phase One as shown on the plat thereof recorded in Book 25, Page 21 of the Travis County Plat Records, do hereby impress all of the property included in Highland Hills, Section Nine, 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 Nine, 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 5 feet to any side line; or nearer than 15 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 nearer than 5 feet to any side line; or nearer than 10 feet to any rear line; or if a corner, nearer than 10 feet to a side street line.

In the case of corner lots, the front street is ordinarily indicated on the recorded plat by a greater set-back of the building line. In those cases where the indicated building line set-backs are shown to be equal on each street, the dwelling shall be permitted to front on either street.

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 1,350 square feet of floor area exclusive of garage and porches. A substantial portion of the exterior wall surface shall be of masonry, not less than 50% in the case of a one-story structure nor less than 25% in the case of a two-story structure.

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 a Property Owners Committee appointed as hereinafter set out.

Before building begins, the Owners 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, 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.

For the avoidance of dis urbing glare often experienced in areas of varying elevation, no white or reflecting-type roof shall be permitted on lots which are overlooked by other lots in Highland Hills.

11. Maintenance

By acceptance of 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. Property Owners Committee

The Board of Directors of Bradfield-Cummins, Incorporated shall appoint a Property Owners Committee of five members. Of said committee of five, all shall be owners of lots in Highland Hills, Section Nine, Phase One and one member shall be an officer of Bradfield-Cummins, Incorporated. In the event Bradfield-Cummins, Incorporated has dissolved

or ceases to function as a Corporation for any reason whatsoever, then the fifth member of the Committee shall be selected by the Committee as in the case of any other vacancy thereon.

It shall be the duty and function of the Committee:

(1) To act as an architectural committee and exercise the functions thereof as set forth in Section 10 of these restrictions.

(2) To keep owners in said section of Highland Hills informed as to any matters or occurrences within the section which shall in the judgment of the Committee have a bearing on the continuing desirability of the area.

(3) To acquire by purchase, lease, rental, or otherwise property within said section of Highland Hills either for its own account or for the account of an owner in said section of Highland Hills, when in the judgment of the Committee the price of acquiring same is adequately underwritten.

A member of the board of Bradfield-Cummins, Incorporated shall serve so long as Bradfield-Cummins, Incorporated are property owners in this section. The other four members of the Committee shall serve for unequal periods of years, not to exceed four. Upon the occasion of a vacancy, the remaining members shall appoint a successor to such member and such appointment shall be binding on all owners in said section of Highland Hills. A committee member may be removed at any time by a majority vote of the then owners of lots in said section of Highland Hills; each owner shall have one vote for each lot owned.

13. RESALES, RECONVEYANCES, LEASES, ETC.

Each owner for himself, his heirs and assigns, by acceptance of a deed to real property in said section of Highland Hills covenants that any contract for re-sale or re-conveyance, any lease, any rental arrangement or any arrangement whereby the occupancy of said premises is changed shall be by written contract and such contract shall be entered into subject to the prior right of the Committee to purchase, lease, rent, or arrange to occupy upon the identical terms and conditions acceptable to the owner and bonafidely offered in writing. Such owner covenants for himself, his heirs and assigns, that a copy of the written

contract shall be forwarded immediately to the Chairman of the Property Owners Committee in care of Bradfield-Cummins, Incorporated at its place of business by registered mail. After five days from date of registry of said mail, in the absence of a written commitment by the Committee acting for itself or for the account of any owner in said section of Highland Hills, the transaction may proceed. But, if within the said five days, the Chairman of the Owners Committee shall endorse his copy of said contract to the effect that the Committee assumes the obligations of the other party as set out in said contract, the owner shall then be obligated to close said transaction in the name of the Committee or at its direction. A purchase or acquisition by the Property Owners Committee shall impose no other liability on any owner in said section of Highland Hills unless said owner shall have first agreed in writing to purchase or acquire or to underwrite the purchase or acquisition of property subject to acquisition by the Owners Committee.

14. 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, 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, 1985. On and after January 1, 1985, said restrictions and covenants shall be automatically extended for successive periods of ten years each unless, by a vote of 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.

The restrictions and covenants with reference to single-family residences hereinabove set out are applicable to Highland Hills, Section Nine, Phase One only and will not necessarily apply to future sections of Highland Hills; it being contemplated that multiple-family housing may be permitted in the unplatted areas lying east and south of the main channel of Dry Creek.

15. 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 affect any of the provisions or part of provisions which shall remain in full force and effect.

EXECUTED this 6th day of August, A. D. 1965.

BRADFIELD-CUMMINS, INCORPORATED

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

ATTEST:

Donald H. Cummins
Donald H. Cummins, Secretary

(CORPORATE SEAL)

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 6th day of August, A. D. 1965.

Consuela Moreno
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

(NOTARY SEAL)

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 annexed RECORDS
of Travis County, Texas, as stamped herein by me.

AUG 23 1965

DEED RECORDS
Travis County, Texas

Emilie Limberg
COUNTY CLERK,
TRAVIS COUNTY, TEXAS

3005 1888



FILED
Emilie Limberg
COUNTY CLERK

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