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

I.

THAT we, the undersigned, Walter Carrington/Builder, Inc., John Keith Miller, Mary Allen Miller, Norman R. Haertig, Doris M. Haertig, Ronald Lee Sexton, Dada A. Sexton, being the owners of all of the land in that certain subdivision in Austin, Travis County, Texas, known and described as Highland Hills Northwest, Section Three, as shown by the map or plat of record in Plat Book 30, Page 6 of the Plat Records of Travis County, Texas, and Bradfield-Cummins, Incorporated, the original subdivider of same, do hereby VACATE, TERMINATE and declare VOID AND OF NO FURTHER FORCE AND EFFECT those restrictive covenants heretofore impressed upon said subdivision by instrument of record in Volume 3221 at Page 1659, of the Deed Records of Travis County, Texas.

II.

THAT we, the undersigned, Walter Carrington/Builder, Inc., John Keith Miller, Mary Allen Miller, Norman R. Haertig, Doris M. Haertig, Ronald Lee Sexton, Dada A. Sexton, being the owners of all of the land in that certain subdivision in Austin, Travis County, Texas, known and described as Highland Hills Northwest, Section Three, as shown by the map or plat of record in Plat Book 30, Page 6 of the Plat Records of Travis County, Texas, DO HEREBY IMPRESS ALL OF THE PROPERTY included in the subdivision of Highland Hills Northwest, Section Three, with the following restrictions and covenants which are declared to be minimum restrictions:

1. Definitions

As used throughout this instrument the below listed terms shall be defined as follows:

(a) "Developer", shall mean Walter Carrington/Builder, Inc.

(b) "Subdivision", or "this subdivision", shall refer to and mean "Highland Hills Northwest, Section Three".

(c) 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. Designation of Use

All lots in Highland Hills Northwest, Section Three, 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 Developer.

3. Retention of Easements

Easements are reserved as indicated on the recorded plat.

4. 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.

5. 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 a temporary character be used at any time as a residence.

6. Restriction as to Minimum Plot Size

No structure shall be erected or placed on any plot which has an average width of less than 75 feet. No re-subdivision of existing plots or lots shall be made which would create an additional lot or plot; provided, however, that this shall not prevent the modifying of boundaries of original lots, so long as such modified lots or plots conform to the above stated minimum width.

7. Restriction as to Number and Type of Structures

Only one single-family residence structure may be erected,

altered, placed or permitted to remain on any plot.

8. Restriction as to Garages, Servant's Quarters, and Accessory Structures

No detached garage or servant house shall be build on any plot. 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. Ornamental fences and walls, green houses, garden houses, detached carports and the like are permitted, subject to the provisions of Paragraph Ten (10) below.

9. 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 to any side plot line than 10 feet; or nearer to any side street line than 15 feet; or nearer to any rear plot line than 20 feet; PROVIDED, HOWEVER, that the Developer, or in the alternative, the Architectural Committee referred to in Paragraph Ten (10), may vary these set-back requirements, where, in the opinion of the Developer or the Committee, no adverse effect will be had on this subdivision and where, because of trees and/or topography, the strict enforcement of the provisions of this paragraph would have an adverse effect on the best utilization and development of the plot.

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 the case of Lot Forty-Five (45), the structure shall be permitted to front on either Far West Boulevard or Sungate Drive.

10. 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 1,600 square feet of living 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. In computing the exterior wall surface, no window or door openings shall be counted as "exterior wall surface".

11. Architectural Control

No structure shall be erected on any plot until the design and location thereof have been approved in writing by the Developer, or in the alternative by an Architectural Committee appointed as hereinafter set out.

Before beginning construction on a specific plot, the Owner thereof shall submit to the Developer, or in the alternative to the Architectural Committee, complete plans, (including a plot plan), and specifications for the proposed construction. If said plans and specifications show the proposed construction to be structurally sound and architecturally suitable to the site and to this subdivision as a whole, the Developer or the Architectural Committee shall give written approval thereof, and construction may begin. If neither the Developer nor the Committee approves said plans in writing within fifteen (15) days after they have been submitted for approval as to design, location, or both, and if no suit to enjoin the erection of such structure has been commenced, then such approval shall be presumed granted; PROVIDED, HOWEVER, that when plans and specifications have been prepared for a particular lot by a registered architect, approval as to site location only shall be required.

On lots having an excessive slope (as determined by the Developer or in the alternative the Architectural Committee), and where, it is clearly shown that attaching a garage to the residence structure would not be practicable, a detached carport, open on three sides, may be permitted, PROVIDED, HOWEVER, that no adverse effect will be had on the balance of this subdivision, as determined by the Developer or the Architectural Committee.

No white or reflective-type roof shall be permitted on lots which are overlooked by other lots in this subdivision, such determination to be made by the Developer or the Architectural Committee.

When the rear yard of a residence is entirely enclosed by a solid fence, wall or shrubbery not less than six feet high, a removable structure not to exceed six feet in height may be set against said fence, wall or shrubbery for the storage of tools, mowers, garden equipment, and the like; PROVIDED, HOWEVER, that said structure shall be immediately removed upon the request of the Developer or the Architectural Committee or upon the removal of said fence, wall or shrubbery.

12. Maintenance

By accepting a conveyance, or executing a contract of sale and purchase to any lot in this subdivision, the purchaser shall thereby obligate himself to maintain any and all lots acquired by him free of weeds and trash and in keeping with the maintenance standards of the adjoining lots in the subdivision covered by these restrictions.

13. Architectural Committee

The Board of Directors of Developer may, at its option, appoint an Architectural Committee of not less than three (3) nor more than five (5) members. All members of said Committee shall be owners of lots in Highland Hills Northwest, Section Three and one member shall be an officer of Walter Carrington/Builder, Inc.

In the event the Corporation named Walter Carrington/Builder, Inc. dissolves or ceases to function as a Corporation for any reason whatsoever, then the position on said Committee reserved for an officer of said Corporation shall be declared vacant, and a successor shall be selected by the remaining members of 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 set forth in Section Ten (10) of these restrictions.
- (2) To keep owners in Highland Hills Northwest, Section Three, 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 Northwest, either for its own account or for the account of an owner or owners in said section of Highland Hills Northwest, when, in the judgment of the Committee, the price of acquiring is adequately underwritten.

An officer of Walter Carrington/Builder, Inc. shall serve so long as said Corporation owns property in this section. The other 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 subdivision. 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 Northwest, each owner having one vote for each lot owned.

The Developer, or in the alternative, the Architectural Committee, shall have the sole and exclusive right to waive any of these restrictions as to specific lots in said section, when, in the judgment of said Developer or Committee, such a waiver will not materially affect the value or high quality residential nature of the other lots in this section; PROVIDED, HOWEVER, that any such waiver, to be effective, shall be in writing and placed of record in the Deed Records of Travis County, Texas.

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DEED RECORDS
Travis County, Texas

3299 1878

14. 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 Northwest, covenants and agrees that any contract for resale, or any re-conveyance, lease, rental arrangements, or any other arrangement whereby the occupancy of said premises is to be changed, shall be in writing and shall provide to the Architectural Committee the prior right to purchase, lease, rent, or arrange to occupy said property upon the identical terms and conditions acceptable to the owner; PROVIDED, said terms and conditions are bona fide. Such owner covenants for himself, his heirs and assigns, that a copy of the written contract shall be forwarded immediately to the Architectural Committee in care of Walter Carrington/Builder, Inc. at its place of business by registered mail. After the expiration of five days from the date of registry of said letter bearing said contract, 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 Northwest, the transaction may proceed. If within the said five days, however, the Chairman of the Architectural 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 otherwise at its direction. A purchase or acquisition by the Architectural Committee shall impose no other liability on any owner in said section of Highland Hills Northwest 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 Committee.

15. General Covenants

The foregoing 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 Northwest, Section Three, whether by descent, devise, purchase or other wise, 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, 1987.

On and after January 1, 1987, said restrictions and covenants shall be automatically extended for successive periods of ten years each unless, by a vote of three-fourths of the then owners of the lots in this section of Highland Hills Northwest, it is agreed to change said restrictions in whole or in part; each lot or plot to admit of one vote.

These restrictions and covenants hereinabove set out are applicable to Highland Hills Northwest, Section Three, only and do not apply to earlier or later sections of Highland Hills Northwest.

16. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the restrictions and covenants set forth herein, it shall be lawful for any other person or persons owning any real property situated in Highland Hills Northwest, Section Three, to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant, either to prevent him or them from so doing, or to correct such violation or to recover damages or other relief 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 other provisions or parts of provisions which shall remain in full force and effect.

EXECUTED this ^H 25 day of May, A.D. 1967.

BRADFIELD-CUMMINS, INCORPORATED

ATTEST:

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

Donald H. Cummins
Secretary

(CORPORATE SEAL)

WALTER CARRINGTON/BUILDER, INC.

ATTEST:

By: W. Carrington
President,
Developer and Owner

Sean Tarnes
Secretary

(CORPORATE SEAL)

John Keith Miller
John Keith Miller, Owner

Mary Allen Miller
Mary Allen Miller, Owner

Norman R. Haertig
Norman R. Haertig, Owner

Doris M. Haertig
Doris M. Haertig, Owner

Ronald Lee Sexton
Ronald Lee Sexton, Owner

Dada A. Sexton
Dada A. Sexton, Owner

THE STATE OF TEXAS ()
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COUNTY OF TRAVIS ()

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared W. L. Bradfield, President, Bradfield-Cummins, Incorporated, 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 and in the capacity therein stated.

Given under my hand and seal of office this the 27th day of May, 1967.

(NOTARY SEAL)

Consuelo Moreno
Notary Public in and for Travis County,
Texas.

THE STATE OF TEXAS ()
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COUNTY OF TRAVIS ()

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared Walter Carrington, President, Walter Carrington/Builder, Inc., 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 and in the capacity therein stated.

Given under my hand and seal of office this the 25th day of May, 1967.

(NOTARY SEAL)

Walter Carrington
Notary Public in and for Travis County,
Texas.

THE STATE OF TEXAS ()
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COUNTY OF TRAVIS ()

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared John Keith Miller and Mary Allen Miller, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mary Allen Miller, wife of the said John Keith Miller, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary Allen Miller, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 25th day of May, 1967.

(NOTARY SEAL)

John Keith Miller
Notary Public in and for Travis County,
Texas.

THE STATE OF TEXAS ()
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COUNTY OF TRAVIS ()

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared Norman R. Haertig and Doris M. Haertig, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Doris M. Haertig, wife of the said Norman R. Haertig, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Doris M. Haertig, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein

DEED RECORDS 3299 1082
Travis County, Texas

expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 25th day of May, 1967.

(NOTARY SEAL)

Jean Starves
Notary Public in and for Travis County,
Texas.

THE STATE OF TEXAS ()
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COUNTY OF TRAVIS ()

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared Ronald Lee Sexton and Dada A. Sexton, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Dada A. Sexton, wife of the said Ronald Lee Sexton, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Dada A. Sexton, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 25th day of May, 1967.

(NOTARY SEAL)

Jean Starves
Notary Public in and for Travis County,
Texas.

FILED
MAY 29 4 31 PM 1967
Emilie Limburg
COUNTY CLERK
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 hereon 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

MAY 31 1967



Emilie Limburg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEED RECORDS 3299 1883
Travis County, Texas