

MAY 15-69 7145 * 750
THE STATE OF TEXAS :
COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS:

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16-6069

That, Bradfield-Cummins, Incorporated, developers of all of the land in that certain subdivision in Austin, Travis County, Texas, known and described as Highland Hills Northwest, Section Five, as shown by the map or plat of record in Plat Book 43, Page 31 of the Plat Records of Travis County, Texas, and Walter Carrington/Builder, Incorporated, purchaser of all of the lots in said section, do hereby impress all of the property included in the subdivision of Highland Hills Northwest, Section Five, with the following restrictions and covenants which are declared to be minimum restrictions:

1. Definitions

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

- (a) "Builder", shall mean Walter Carrington/Builder, Inc.
- (b) "Subdivision", or "this subdivision", shall refer to and mean "Highland Hills Northwest, Section Five".
- (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 Five, shall be known and described as residential lots and shall be used for residential purposes only; provided that Sales Office may be maintained by the Builder.

3. Retention of Easements

Easements are reserved as indicated on the recorded plat.

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

5. Restriction Against Nuisance Use

No trade or profession of any character shall be carried on

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upon any plot or lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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 built 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 Eleven (11) 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 Builder or in the alternative, the Architectural Committee referred to in Paragraph Eleven (11), may vary these set-back and side line requirements to City of Austin minimums, where, in the opinion of the Builder 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.

10. Restriction as to Size of Dwelling

The dwelling erected on any plot shall cover not less than 1,600 square feet of living area exclusive of garage and porches.

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11. Architectural Control

No structure shall be erected on any plot until the design and location thereof have been approved in writing by the Builder, 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 Builder, 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 Builder or the Architectural Committee shall give written approval thereof, and construction may begin. If neither the Builder nor the Committee approves said plans in writing 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 Builder 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 Builder 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 Builder or the Architectural Committee.

When the rear yard of a residence is entirely enclosed by a

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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 Builder 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 the Builder shall 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 Five 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 Eleven (11) of these restrictions when so requested by Walter Carrington/Builder, Inc.
- (2) To keep owners in Highland Hills Northwest, Section Five 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.

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.

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The Builder, or in the alternative, the Architectural Committee, shall have the sole and exclusive right to waive any of the restrictions relating to Architectural Control of Section 11 when, in the judgment of said Builder or Committee, such a waiver will not materially affect the value of 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.

14. 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 Five 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, 1989.

On and after January 1, 1989, 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 Five only and do not apply to earlier or later sections of Highland Hills Northwest. Special notice is hereby given that the Chimney Corners Section of Highland Hills Northwest was zoned GR on November 10, 1966, Ordinance #66-1110-B.

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15. 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 Five 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, 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 15th day of May, A. D. 1969.

(CORPORATE SEAL)

BRADFIELD-CUMMINS, INCORPORATED

ATTEST:
Donald H. Cummins
Donald H. Cummins, Secretary

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

(CORPORATE SEAL)

WALTER CARRINGTON/BUILDER, INC.

ATTEST:
Earl Stamer
Secretary

By: [Signature]
Walter Carrington, President
--Builder

THE STATE OF TEXAS :
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 and officer 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 15th day of May, 1969.

(NOTARY SEAL)

Consuela Moreno
NOTARY PUBLIC, 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 in the capacity therein stated.

Given under my hand and seal of office, this 9th day of May, 1969.

(NOTARY SEAL)


NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

T. D. JEFFREY, JR.
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 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 16 1969



Emilie Limberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

MAY 15 9 55 AM '69

Emilie Limberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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