

RESTRICTIONS

THE STATE OF TEXAS : NOV 25-70 1268 * 3.50
COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS :

358
35-4350

That WESTOVER HILL, INC., Owner of all the lots in WESTOVER HILLS SECTION FIVE (5), a subdivision in Travis County, Texas as shown by Plat thereof recorded in Book 50, Page 65, 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 50, Page 65, Plat Records of Travis County, Texas, shall be used for single family residences 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 FIVE (5), except that this paragraph shall not preclude the keeping as pets of 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 OF 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 outbuilding 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. On all lots motor homes, buses, cars under repairs, camping trailers, trailers, and boats must be parked behind the actual front building set back line of the respective house.

4. SEPARATE GARAGES, GUEST HOUSE, ETC.: A separate garage building, servants' quarters of one story, or a one story guest house not to exceed 800 square feet of floor area will be permitted, provided that such structure or structures, must be attached to 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 75 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 or 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 75 feet.

6. SIZE AND CONSTRUCTIONS OF DWELLING: All dwellings shall be of recognized standard construction. The dwelling shall have not less than 1,000 square feet of heated and air conditioned area, exclusive of garage, garage storage area, and porches. If one and one half (1½) stories not less than 1,500 square feet of first floor area shall be heated and air conditioned, exclusive of garage, garage storage, and porches. If full two (2) stories not less than 1,200 square feet of first floor area shall be heated and air conditioned, exclusive of garage, garage storage, and porches. Each single family residence must have a two car garage or carport.

Ornamental 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. 9.

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, nor 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, nor nearer than ten (10) 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 unless approved by the Architectural Committee.

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. SIDEWALKS: The City of Austin Building Inspection Department may require that sidewalks be installed across the front of certain lots conforming to their specifications before issuing a residence certificate of completion. The Owner of each lot in WESTOVER HILLS, SECTION FIVE (5), must erect at their expense sidewalks where specified by the City of Austin. The property owners shall strive to save all trees in the sidewalk area by adjusting the location of the sidewalk keeping in mind the trees on the adjoining lots. On all lots so requiring sidewalks such shall be erected no later than July 1, 1978.

DEED RECORDS
Travis County, Texas

3954 (1) 1536

9. 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, the Architectural Committee composed of W. L. Mayfield, 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 structures shall be placed upon such lot until the plan therefore and the plot plan have been approved in writing by the Developer, or the Architectural Committee or by the appointee of the Architectural Committee. Two (2) sets of plans and specifications to be approved, one (1) set to remain at the office of WESTOVER HILLS, INC. in order that any property owner questioning the subdivision restrictions may check plans and specifications for compliance of these restrictions. 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 structures 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.

10. 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 FIVE (5), 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, 1991. On and after January 1, 1991, said conditions, restrictions, uses, and covenants shall be automatically extended for successive periods of ten (10) 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 FIVE (5), each lot or plot, to admit to one vote.

11. PENALTY PROVISIONS: If any person or persons shall violate or attempt to violate any of the above restrictions, conditions, uses, and covenants, it shall be lawful for any other person or persons owning any of the lots in WESTOVER HILLS, SECTION FIVE (5), 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, condition, restriction, or use.

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

WITNESS MY HAND this 24th day of November 1970

ATTEST:

M. Staudacher
Asst. Secretary

(CORPORATE SEAL)

WESTOVER HILLS, INC.

W. L. Mayfield
W. L. Mayfield, President

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared W. L. Mayfield, President of WESTOVER HILLS, 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 said WESTOVER HILLS, INC. for the purpose and consideration herein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of November 1970

NOTARY SEAL

Richard B. Schick
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

35-4352

FILED

Nov 25 8 40 AM '70

Emilie Limberg
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 stipulated herein by me, and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stipulated herein by me, on

NOV 25 1970



Emilie Limberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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