

750

RESTRICTIVE COVENANTS

STATE OF TEXAS
COUNTY OF TRAVIS

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43-0200

Recitals:

(i) BAKER-JONES-CROW NO. THREE COMPANY, a Texas corporation (hereinafter called the "Developer") is the owner of a tract of real property located in Travis County, Texas, as more particularly described in Exhibit A hereto (hereinafter called the "Property");

(ii) Developer plans to subdivide the Property into single-family lots under a subdivision plat to be recorded in the Plat Records of Travis County, Texas;

(iii) Developer plans to develop the Property and to sell such lots to persons who will construct thereon single-family dwellings;

NOW THEREFORE, it is agreed that the covenants and restrictions hereinafter set forth are to run with the Property for the purpose of enhancing and protecting the value and desirability of the Property and shall benefit and be binding upon the Owners of any of the Lots or other lands comprising the Property, and their heirs, personal representatives, successors and assigns.

Said restrictions and covenants are as follows:

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS

Since the maintenance of building standards is essential for the preservation and enhancement of the value of the Property, no improvements may be erected on any lot without the approval of the Architectural Committee (as such term is hereinafter defined). The term "improvements" shall include but shall not be limited to the erection of any structure, including but not limited to, additions

DEED RECORDS
Travis County, Texas

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to or alterations of any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals and greenhouses, the erection of any fence; the moving of any structure from another locality to a lot; the grading, scraping, excavation or other rearranging of the surface of any lot; the construction of any driveway, alleyway, walkway, entryway, patio or other similar item; the planting of trees, foliage or other landscaping items, either natural or man-made; and the alteration or replacing of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces by any but materials of the type originally used and which are the same or similar in color and design.

ARTICLE II

ARCHITECTURAL COMMITTEE

The Developer shall appoint a committee of three (3) individuals to approve improvements proposed to be made on any lot. The Architectural Committee shall meet within fifteen (15) days after any person has made written application to it for approval, submitting with such application two (2) sets of plans and specifications for such improvements.

Such application shall be sent by mail or delivered to the Architectural Committee c/o Willard R. Baker, 600 Stemmons Tower East, Dallas, Texas 75207 or at such other address as Developer may specify by recorded instrument. The decision of the Architectural Committee shall be rendered within thirty (30) days after such meeting and if such plans and specifications are disapproved, specific reference shall be made of those features which caused the disapproval. All decisions shall be made by a majority vote of the Architectural Committee. A failure of the Architectural Committee to act within the time limits prescribed above shall result in the proposed improvements being considered approved.

ARTICLE III

MISCELLANEOUS

1. Any person constructing any improvement may erect temporary buildings to be used in such construction, provided they are removed at the completion of such construction.
2. These restrictive covenants shall not apply to any lot upon which a single-family residence has been built and which is occupied by the owner thereof or a tenant of such owner.
3. The Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by them, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in the instrument.
4. The invalidation of any of the restrictions herein set forth shall in no event affect any of the other restrictions in this statement.
5. All of the restrictions set forth herein shall continue and be binding for a period of twenty-five (25) years from the date of this instrument and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the Owners of three-fourths (3/4) of the lots covered hereby may, at the end of such twenty-five (25) year term or at the end of any successive ten (10) year period thereafter, by a written instrument signed by all of such persons, vacate or modify all or any part of these Restrictive Covenants. Any such vacation or modification shall be filed of record in the Travis County Deed Records promptly when executed.

6. The City of Austin, Building Inspection Department may require that sidewalks be built in a specified manner before a certificate of completion will be issued. All persons erecting improvements affected by such requirements shall conform thereto and no application for approval of the Architectural Committee shall be disapproved because of such persons compliance therewith.

EXECUTED as of this 21st day of May, 1971.

BAKER-JONES-CROW NO. THREE COMPANY,
a Texas Corporation

(NO SEAL)

By Willard R. Baker
Willard R. Baker, President

THE STATE OF TEXAS Y
 Y
COUNTY OF DALLAS Y

BEFORE ME, the undersigned authority, on this day personally appeared WILLARD R. BAKER, President of BAKER-JONES-CROW NO. THREE COMPANY, a Texas corporation, 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 and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of May, 1971.

NOTARY SEAL

Gloria J. Couch
NOTARY PUBLIC, in and for
DALLAS COUNTY, TEXAS

43-0204

BRYANT-CURINGTON INC.

consulting engineers

3423 guadalupe street • austin, texas 78705 • ~~454-4474~~ 454-0371

GREAT HILLS - I
SUBDIVISION

FIELD NOTES

Describing 26.8731 acres of land in the James M. Mitchell Survey No. 17 in the City of Austin, Travis County, Texas; being part of a 382.7 acre tract of land conveyed to Baker-Jones-Crow No. 3 by warranty deed of record in Volume 3618, Pages 578 to 583 of the Deed Records of Travis County, Texas; and is more particularly described as follows:

Beginning at a point, the southwest corner of Northwest Estates Section 2, a subdivision of record to the City of Austin in Plat Book 46, Page 30; in the northerly line of Point West of Westover Hills Section 4, a subdivision of record to the City of Austin in Plat Book 47, Page 72; and from said beginning point runs the following courses and distances:

1. N 68°-44'W., 336.94 feet along the northerly line of Point West of Westover Hills Section 4; to a found concrete monument, the northwest corner of same, and the northwesterly corner of Westover Hills Section 5, a subdivision of record to the City of Austin in Plat Book 50, Page 65;
2. N 69°-23'W., 333.70 feet to a found concrete monument, the northwest corner of same, and remaining lands of a 56.6 acre tract of land conveyed to W.L. Mayfield by warranty deed of record in Volume 2628, Page 220 of the Deed Records of Travis County, Texas; by which it runs the following five (5) courses and distances:
 3. N 69°31'W., 59.79 feet to an iron pin set;
 4. N 69°03'W., 545.45 feet to an iron pin set;
 5. S 14°51'W., 163.47 feet to an iron pin set;
 6. S 12°46'W., 145.86 feet to an iron pin set;
 7. S 8°46'W., 166.68 feet to an iron pin set; thence thru the 382.7 acre tract aforesaid the following twenty-two (22) courses and distances:
 8. S 78°09'W., 96.65 feet to an iron pin set;
 9. N 76°26'W., 142.56 feet to an iron pin set;
 10. N 39°51'W., 86.78 feet to an iron pin set;
 11. N 16°45'W., 181.91 feet to an iron pin set;
 12. N 27°00'W., 162.20 feet to an iron pin set;
 13. N 11°36'W., 144.99 feet to an iron pin set;

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14. N 27°33'E., 229.32 feet to an iron pin set;
15. N 46°28'E., 197.48 feet to an iron pin set;
16. N 52°07'E., 188.50 feet to an iron pin set;
17. N 74°31'E., 119.21 feet to an iron pin set;
18. S 83°09'E., 148.23 feet to an iron pin set;
19. S 43°56'E., 242.06 feet to an iron pin set;
20. S 28°15'E., 170.00 feet to an iron pin set;
21. S 48°37'E., 106.10 feet to an iron pin set;
22. S 69°02'E., 43.63 feet to an iron pin set;
23. N 19°21'E., 323.32 feet to an iron pin set;
24. S 69°52'E., 126.07 feet to an iron pin set in the curving westerly right-of-way line of proposed Mountain Ridge Drive; thence along same and still thru the 382.7 acre tract aforesaid;
25. On a curve, curving to the right, with the following elements: I=9°28', Rad.=515.83 feet, Arc=85.23 feet, and whose chord bears N 27°28'E., a distance of 85.13 feet to a point of tangency;
26. N 32°12'E., 232.34 feet to a point of curvature;
27. On a curve, curving to the left, with the following elements: I=39°21', Rad.=219.67 feet, Tan.=78.55 feet, Arc=150.87 feet and whose longchord bears N 12°31'30" E., a distance of 147.92 feet to a point of tangency;
28. N 7°09'W., 40.21 feet to a point of curvature;
29. On a curve, curving to the left, with the following elements: I=90°00', Rad.=15.00 feet, Tan.=15.00 feet, Arc=23.56 feet and whose longchord bears N 52°09'W., a distance of 21.21 feet to a point of tangency in the southerly right-of-way line of proposed Loop 360; thence by same;
30. N 82°51'E., 90.00 feet to a point of curvature in the easterly right-of-way line of proposed Mountain Ridge Drive; thence along same, and thru the 382.7 acre tract aforesaid, the following ten (10) courses and distances:
31. On a curve, curving to the left, with the following elements: I=90°00', Rad.=15.00 feet, Tan.=15.00 feet, Arc=23.56 feet, and whose longchord bears S 37°51'W., a distance of 21.21 feet to a point of tangency;
32. S 7°09'E., 40.21 feet to a point of curvature;
33. On a curve, curving to the right, with the following elements: I=39°21', Rad.=279.67 feet, Tan.=100.00 feet, Arc=192.08 feet, and whose longchord bears S 12°31'30" W., a distance of 188.32 feet to a point of tangency;
34. S 32°12'W., 206.34 feet to an iron pin set at the northwest corner of Lot No. 14, Block A of Great Hills I; thence leaving the easterly right-of-way line of Mountain Ridge Drive and running through the 382.7 acre tract;
35. S 68°35'E., 233.00 feet to an iron pin set;
36. S 63°24'E., 81.84 feet to an iron pin set;

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37. S 27°39'E., 131.42 feet to an iron pin set;
38. S 12°45'E., 205.77 feet to an iron pin set;
39. S 4°33'W., 190.15 feet to an iron pin set;
40. S 67°22'E., 131.76 feet to an iron pin set at the end of the dividing line between Lots 3 and 4, Block E, in the outboundary of Northwest Estates, Section 2 aforesaid; thence along the rear of Lots 3, 2 and 1, Block E, of Northwest Estates, Section 2;
41. S 27°38'W., 270.03 feet to the POINT AND PLACE OF BEGINNING, and containing 26.8731 acres of land as surveyed and computed by BRYANT-CURINGTON, INC., in March, 1971;

71-22-M
FN/PEO:dd
May 11, 1971

FILED

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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

Doris Stephens
CLERK
TRAVIS COUNTY, TEXAS

JUN 4 1971



Doris Stephens
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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