

THE STATE OF TEXAS ~~9250~~ * 650
COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS:

44-0045

652

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 Six, as shown by the map or plat of record in Plat Book 53, Page 46 of the Travis County Plat Records, 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 Six 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 Six."
- (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, except that Lot 179 shall have an average width of not less than 74.90 feet.

2. Designation of Use

All lots in Highland Hills Northwest, Section Six 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 upon any plot or lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

DEED RECORDS
Travis County, Texas

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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, except Lot 179 which has an average width of 74.90 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, except that on Lots 179, 180 and 181 two-family structures shall be permitted.

8. Restriction as to Garages, Servant's Quarters, & 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, and garden houses are permitted, subject to the provisions of Paragraph 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 alternate, the Architectural Committee referred to in Paragraph 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 and Cost of Dwelling

The dwelling erected on any plot shall cover not less than 2200 square feet of living area exclusive of garage and porches.

11. Architectural Control

No structure shall be erected on any plot until the design and location thereof have been approved in writing by the Architectural Control Committee as hereinafter set out.

Before beginning construction on a specific plot, the Owner thereof shall submit to the Architectural Control 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 Architectural Committee shall give written approval thereof, and construction may begin. In the event the Committee fails to approve or disapprove said plans within thirty (30) 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.

On lots having an excessive slope (as determined by the Architectural Control 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 Architectural Control 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 Architectural Control 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 Architectural Control 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 Control Committee

The Architectural Control Committee is composed of Walter R. Carrington, Bob Clark, and a third member to be agreed upon by both parties. The majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of this committee, the remaining members shall have the full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The Builder, or in the alternate, 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 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.

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 Six 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, 1991. On and after January 1, 1991, 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 Six 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.

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 Six 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 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 1st day of May, A.D. 1971.

44-0050

BRADFIELD-CUMMINS, INCORPORATED

(CORPORATE SEAL)

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

ATTEST:

Donald H. Cummins
Donald H. Cummins, Secretary

WALTER CARRINGTON/BUILDER, INC.

(NO SEAL)

Walter Carrington
Walter Carrington, President - Purchaser

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 of 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 1st day of May, A.D., 1971.

NOTARY SEAL

Consuelo Areano
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Walter Carrington, President of 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 4th day of ^{June}~~May~~, A. D. 1971.

NOTARY SEAL

Jean Starnes
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

44-0051

FILED

JUN 25 2 37 PM '71

Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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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

JUN 25 1971



Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

4086 1380

NOT RECORDED
INDEXED

CHARGE TO: DALLAS TITLE COMPANY
RETURN TO:

Walter Carrington/Bldr. Inc.
5611 Adams