

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS:

This declaration of restrictions made this 16th day of February, 1973, by Baker-Crow No. Three Company, a Texas corporation acting by and through its duly authorized officer, hereinafter called "developer," and S. H. Morrison, Jr., of Travis County, Texas, hereinafter called "Morrison:"

W I T N E S S E T H:

WHEREAS, developer and Morrison are the sole owners of all lots in Great Hills "II," a subdivision out of 21.430 acres of the John Mitchell Survey No. 17, in Travis County, Texas, according to the plat thereof of record in Book 59, Page 33, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes, and desire to encumber said lots with the covenants, conditions, restrictions, reservations, and charges hereinafter set forth, which shall inure to the benefit and pass with said property, each and every parcel thereof, and shall apply to and bind the successors in interest and any other owner thereof:

NOW, THEREFORE, Baker-Crow No. Three Company and Morrison, the sole owners of all lots in Great Hills "II," hereby declare that all lots in said subdivision shall be held, transferred, sold, and conveyed, subject to the following covenants, conditions, restrictions, reservations, and charges, hereby specifying and agreeing that this declaration and the provisions hereof shall be and do constitute covenants to run with the land and shall be binding on developer, its successors and assigns, and Morrison, his heirs, executors, administrators, and assigns, and all subsequent owners of each lot, and the owners by acceptance of their deeds for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of this declaration:

DEED RECORDS
Travis County, Texas

4574 493

I.

PROPERTY SUBJECT TO THE DECLARATION

The property which is and shall be held, transferred, sold, and conveyed, subject to the covenants, conditions, restrictions, reservations, and charges hereinafter set forth is described as follows:

All of the lots in Great Hills "II," a subdivision in the City of Austin, Travis County, Texas, according to the plat thereof of record in Book 59, Page 33, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes.

II.

COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, AND CHARGES

The property described in section I hereof is encumbered by the covenants, conditions, restrictions, reservations, and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvement of each lot for residential purposes within said subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

A. Land Use and Building Types. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height with attached garage for not less than two nor more than four cars. No

building shall remain uncompleted for more than one year after construction has been commenced. All buildings shall be of recognized standard construction.

B. Dwelling Size. The main structure shall be not less than 1800 square feet, excluding all open and covered porches and garage units. Ornamental structures, fences, and walls are permitted subject to approval in writing of the Architectural Control Committee.

C. Architectural Control. 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, 2001 Bryant Street, Dallas, Texas 75201 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.

D. Easements and Setbacks. Easements reserved and setback requirements are those set forth on the plat of record in Book 59, Page 33, of the Plat Records of Travis County, Texas.

E. Nuisances. No noxious or offensive activities shall be carried on in or upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, or

which is opposed to the purpose of these restrictions.

F. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. No building may be moved on any lot.

G. Signs. No signs of any kind shall be displayed for public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property for sale.

H. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except any owner may keep not more than two dogs, two cats, or two other household pets.

I. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for trash, garbage or other waste and the same shall not be kept, except in sanitary containers.

J. Utility Services. All buildings constructed on any lot shall be connected to City of Austin utility services.

III.

TERM

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.

IV.

ENFORCEMENT

If the owner of any lot, or their heirs, executors, administrators, successors, assigns, or tenants shall violate or attempt to violate any of the covenants set forth in this declaration, it shall be lawful for any person or persons owning any lot encumbered by this declaration or developer to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant. The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the developer and other owners of lots in Great Hills "II," thus the breach of any provision of this declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

V.

ASSIGNMENT

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 it, 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.

VI.

SEVERENCE

In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or un-enforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations, or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

VII.

NUMBER AND GENDER

The singular shall be treated as the plural and vice versa if such treatment is necessary to interpret this declaration. Likewise if either the feminine, masculine, or neuter gender should be any of the other genders, it shall be so treated.

Executed this _____ day of February, 1973.

BAKER-CROW NO. THREE COMPANY

(NO SEAL)

BY

[Signature]
President

[Signature]
S. H. Morrison, Jr.

The undersigned, San Antonio Savings Association, a ~~national~~ ^{state-chartered} mutual savings & loan ~~banking~~ association acting by and through its duly authorized officers, hereby joins in the execution of this declaration of restrictions as mortgagee of that property described above.

Executed this 26th day of February, 1973.

SAN ANTONIO SAVINGS ASSOCIATION

ATTEST:

BY

[Signature]
President

[Signature]
Assistant Secretary

(CORPORATE SEAL)

THE STATE OF TEXAS :

COUNTY OF Dallas : Before me, the undersigned authority, on this day personally appeared Willard R. Baker, President of Baker-Jones No. Three Company, a Texas corporation, 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, as the act and deed of Baker-Crow No. Three Company, and in the capacity therein stated.

Given under my hand and seal of office this the 19th day of ~~January~~, 1973.

February

Gloria J. Couch
Notary Public, Travis County, Texas
Dallas

NOTARY SEAL

THE STATE OF TEXAS :

COUNTY OF TRAVIS : Before me, the undersigned authority, on this day personally appeared S. H. Morrison, Jr., 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.

Given under my hand and seal of office, this 15th day of February, 1973.

Jan Wallace
Notary Public, Travis County, Texas

NOTARY SEAL

THE STATE OF TEXAS :

COUNTY OF BEXAR : Before me, the undersigned authority, on this day personally appeared J. Maurice Smith, Ex-~~ecutive~~ President of San Antonio Savings Association, ~~an national banking association~~ 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, as the act and deed of San Antonio Savings Association, and in the capacity therein stated.

Given under my hand and seal of office, this 20th day of February, 1973.

Ella M. Sued
Notary Public, Bexar County, Texas

NOTARY SEAL

FILED

FEB 28 8 31 AM 1973

Doris D. Hines
COUNTY CLERK
TRAVIS COUNTY, TEXAS

X

Baby-Crew Co.
Box 9755
78766

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the hour above written to and was duly
RECORDED in the Volume and Page of the named RECORDS
of Travis County, Texas, as stamped herein by me, on

FEB 28 1973



Doris D. Hines
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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