

THE STATE OF TEXAS
COUNTY OF TRAVIS

1-18-8211
KNOW ALL MEN BY THESE PRESENTS:

SEP 15-7525- 1560 * 2.50

That WESTOVER HILLS OF TEXAS, INC., owner of all the lots in Austin Woods of WESTOVER HILLS, a subdivision in Travis County, Texas, as shown by Plat thereof recorded in Book 73, Page 27, 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 of said lots shall be used for residential purposes only, with not more than one residence on any lot; the term residence shall include single family dwelling and duplexes, but shall not include more than two family structures, and the same 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, horses, poultry or other animals may be kept on any part of Austin Woods of WESTOVER HILLS, except that this paragraph shall not preclude the keeping 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 out-building 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 residence thereon.

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 the main dwelling be substantially completed prior to the erection of such structure or structures, 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 70 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 70 feet, save and except lot 20, block C to be used for a residence as platted.

6. SIZE AND CONSTRUCTION OF DWELLING: All dwellings shall be of recognized standard construction. The dwelling shall have not less than 1,500 square feet of heated and air conditioned living area, exclusive of garage, garage storage subject to approval in writing of the Developer, or in the alternative by the Architectural Committee referred to under Paragraph No.8.

7. SET-BACK, FRONT LINE, SIDE LINE AND REAR LINE: Set-back lines are indicated on the recorded plat and shall be subject to the City of Austin Zoning Ordinance. No 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 five (5) feet to the rear plot line, unless first approved by the Architectural Committee.

8. 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, an Architectural Committee composed of R. T. Mayfield and M. J. Hood, 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 therefor 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 sets of plans and specifications to be approved, one set to remain at the office of Westover Hills of Texas, 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

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and uncontrolled descretion 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.

9. 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 Austin Woods of WESTOVER HILLS, 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 years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in Austin Woods of WESTOVER HILLS, each lot or plot, to admit of one vote.

10. PENALTY PROVISIONS: If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in Austin Woods of WESTOVER HILLS, to prosecute 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, conditions, restrictions or uses.

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 27 day of August, 1975.

ATTEST: WESTOVER HILLS OF TEXAS, INC.

(NO SEAL)

R. T. Mayfield
R. T. Mayfield, President

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared R. T. Mayfield, President of Westover Hills of Texas, 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 of Texas, Inc., for the purpose and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of August 1975.

NOTARY SEAL

Wanda Kunkel
Notary Public, Travis County, Texas

1-18-8213

FILED
SEP 15 11 08 AM '75

Laris A. Anger
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 stated herein by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped herein by me, on

SEP 15 1975



Laris A. Anger
COUNTY CLERK
TRAVIS COUNTY, TEXAS

*Mayfield Builders
3530 Hygrade
Austin, Tex*