

OCT 21-7783 9308 * 5.00

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

1-63-0438

THAT WESTOVER HILLS, INC., owner of all of the lots in Twin Mesa, a subdivision in Travis County, Texas, as shown by plat thereof of record in Book 75, Page 341, 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 75, Page 341, 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 Twin Mesa 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 purposes.

2. Retention of Easements: Easements are reserved as indicated on the recorded plat and as recorded in Volume 5867, Page 2264 of a separate Non-Development easement.

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 a residence thereon.

4. Separate Garages, Guest Houses, 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 65 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 65 feet.

6. Size and Construction of Dwelling: All dwellings shall be of recognized standard construction. The dwelling, if one story, erected on any plot shall cover not less than 2,000 square feet of floor area, of which not less than 1,600 square feet shall be in the house proper, exclusive of garage and porches; if the dwelling is one and one-half stories, not less than 1,200 square feet of first floor area in the house proper, and if full two stories, not less than 1,000 square feet of first floor area, exclusive of garage and porches. 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 8.

7. Set-Back, Front Line, Side Line and Rear Line: No structures shall be located or erected on any lot nearer to the front plot line than twenty-five (25) feet, 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 twenty (20) 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.

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. 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 structure 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 an appointee of the Architectural Committee. Two sets of plans and specifications to be approved, one 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.

DEED RECORDS
Travis County, Texas

5948 366

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 structure 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.

1-63-0439

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 Twin Mesa, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of the subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1992. On and after January 1, 1992, 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 Twin Mesa, 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 Twin Mesa, 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 operations 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 judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

WITNESS MY HAND THIS 17th day of October, 1977.

WESTOVER HILLS, INC.

(NO SEAL)

ATTEST:

R. T. Mayfield

R. T. Mayfield
President

Sharon A. Smith
Sharon A. Smith
Secretary

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared R. T. 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 therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of October, 1977.

NOTARY SEAL

My Commission Expires: 12/30/78

Jerry A. Davis
Notary Public, Travis County, Texas

STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the place 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

FILED
OCT 21 3 31 PM '77

OCT 21 1977
Doris Abney
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Doris Abney
COUNTY CLERK
TRAVIS COUNTY, TEXAS
5948 367

