

DEC 27 1950 * 3.00

WHEREAS, Western Trails, Inc., Travis County, Texas, being sole owner of all certain lots in a subdivision of 14.74 acres out of the James Trammel Survey #6 in the City of Austin, Travis County, Texas said subdivision known as "Western Trails", Section #7 according to map or plat thereof recorded in Book 16, Page 45 Plat Records of Travis County, Texas; and also, certain lots in a subdivision of 2.086 acres out of the James Trammel Survey #6 in The City of Austin, Travis County, Texas said subdivision known as "Western Trails", Section # 7A according to map or plat thereof recorded in Book 16, Page 61 Plat Records of Travis County, Texas;

WHEREAS, is deemed desirable and necessary that the lots in said subdivision shall have uniform and property restrictions of a nature to insure development of a desirable residential section:

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS: That Western Trails, Inc., as sole owner does hereby provide and declare the following restrictions shall apply to all lots in said Western Trails, Section # 7 & 7A, subdivisions in the City of Austin, Travis County, Texas:

1. All lots in said tract shall be used for residential purposes provided that with the consent of the City of Austin Zoning Board a Sales Office may be maintained by the Sub-divider.
2. Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said map, provided such tract constitute homesite as defined in the succeeding paragraph.
3. Part of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided that lot frontage not be less than the minimum frontage of lots in the same block facing the street.
4. The term "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses, garage apartments, and house-trailers, and to exclude commercial and professional uses; and any such usage of this property is hereby expressly prohibited.
5. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than a detached dwelling. It is specifically understood that all garages or carports must be attached to said dwelling.
6. The living area of the structure exclusive of porches, carports, storage space used in connection with carports and garages, shall not be less the amounts designated below:
 - A. 1600 Square foot minimum on Lots 19-26 inclusive in Block "M", Section # 7,
 - B. 1450 Square foot minimum on Lots 10-19 inclusive in Block "R", Section # 7;
Lots 16-18 inclusive in Block "M", Section # 7;
and lots 14 & 22 Block "P", Section # 7; and
 - C. 1200 Square foot minimum on Lots 15 & 21 Block "P", Section # 7; and on
Lots 16-20 inclusive in Block "P", Section 7A.
7. All of said dwelling units on lots aforesaid shall have a minimum of 50% of the exterior walls of the ground floor including attached garages and carports, but exclusive of windows and door openings, constructed of masonry; except that Lot 10, Block "R", Section # 7, shall be specifically exempt from this requirement. No portion of the exterior walls of dwelling units including attached garages and carports shall be constructed of metal without the written consent of the ARCHITECTURE CONTROL COMMITTEE of WESTERN TRAILS, INC.
8. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the ARCHITECTURAL CONTROL COMMITTEE of WESTERN TRAILS, INC. as to the quality of workmanship and materials, quality of exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

9. The Architectural Control Committee is composed of Roy B. Stewart, William D. Lewis, and Buford Stewart. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have 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 to this covenant. At any time, the then records of a majority of the lots shall have the power through a duly recorded written committee to restore to it any of its powers or duties.

10. All dwellings shall be located on residential building lots in compliance with city building code.

11. No fence, wall, or hedge shall be placed on any lot in the addition nearer to any street than is permitted for the house on said lot except with written consent of Western Trails, Inc.; no fence, wall, or hedge shall be placed on any portion of the sites higher than six feet from the ground.

12. No signs, billboards, or posters, or advertising devices of any character shall be erected on this property without written consent of Western Trails, Inc. Such permission shall be revocable at any time.

13. No obnoxious or offensive trade or activity 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 poultry, cattle, horses, or other animals, fowls or birds may be kept or maintained on any said lots, save and except ordinary household pets.

14. No trash, ashes, or refuses may be thrown or dumped on any vacant lot in the addition.

15. No live stock on any kind shall be staked or pastured on any vacant lot in the addition.

16. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or, curb lines to property lines segment.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

18. If any parties hereto, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

19. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in force and effect.

IN WITNESS WHEREOF, Western Trails, Inc., has caused these presents to be signed by its president, and has caused its corporate seal to be hereunto affixed this the 26th day of December A.D. 1962

ATTEST
Roy B. Stewart
Roy B. Stewart, Secretary

WESTERN TRAILS, INC.
BY: Buford Stewart
Buford Stewart, President

THE STATE OF TEXAS |
COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared Buford Stewart, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same as the act and deed of Western Trails, Inc., a corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of December, A.D. 1962.

[Signature]
Notary Public in and for Travis County, Texas

Filed 12 27
Recorded 12 27

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By: [Signature] Deputy.
MRS. EMILIE L. BERG
Clerk County Court, Travis County, Texas