

THE STATE OF TEXAS
COUNTY OF TRAVIS

WHEREAS, Western Trails, Inc., Travis County, Texas, being sole owner, and Edleen Fogg and Charles N. Allred, are sole lien holders of all certain lots in a subdivision of 12.43 acres out of the James Tranel Survey # 4, in the City of Austin, Travis County, Texas said subdivision known as "Western Trails", Section 5 according to map or plat thereof recorded in Book 9, Page 38 Flats Records of Travis County, Texas;

WHEREAS, it 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, joined by Edleen Fogg and Charles N. Allred, sole lien holders, does hereby provide and declare the following restrictions shall apply to all lots in said Western Trails, Section 5, a subdivision in the City of Austin, Travis County, Texas, according to map or plat thereof recorded in Book 9, Page 38. Plat Records of 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 subdivider.
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 homsite 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 homsite provided the 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 single story detached dwelling. It is specifically understood that all garages or car ports must be attached to said dwelling.
6. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all buildings shall be a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein. The ground area of the structure exclusive of porches, carports, storagespaces used in connection with carports and garages, shall not be less than 1350 Square feet.
7. All of said dwelling units on lots aforesaid shall have a minimum of 50% of the exterior walls, including attached garages and carports, but exclusive of windows and door openings, constructed of masonry. 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 ARCHITECTURAL 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 as to quality of workmanship and materials, harmony 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 E. Stewart, Marvin S. Turner, and Clifford 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 record owners 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 wellings shall be located on residential building lots in compliance with city building code; however, no welling shall be farther than 40 feet from the front property line.

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. Should a hedge, shrub or flower, or other planting be so placed, or afterwards grow so as to encroach upon adjoining property, such encroachment shall be removed promptly upon the request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon the request of Western Trails, Inc., and such encroachment is wholly at the risk of the owner.

12. Western Trails, Inc., shall have the right to modify the restrictions with reference to location of set-back or side-line restrictions of any of the improvements, and the direction which they shall face, to such extent as it deems for the best interest of the addition as a whole, but, such modification shall be in writing.

13. 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.

14. 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 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.

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

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

17. 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 and property lines.

18. 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.

19. 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.

20. 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.

WITNESS OUR HANDS THIS 2nd DAY OF February, 1959

Eileen Begg
Eileen Begg

Charles N. Allred
Charles N. Allred

Burford Stewart
Burford Stewart

ATTEST
Roy B. Stewart
Roy B. Stewart

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public in and for Travis County, State of Texas, personally appeared Eileen Begg, Charles N. Allred, Burford Stewart and Roy B. Stewart, known to me to be the person or persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and considerations therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 2

2nd DAY OF JANUARY, 1959.

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

Filed Feb. 5 1959 12:00 P.M.
By Feb. 9 1959 12:00 P.M.