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3 35 1561

THE STATE OF TEXAS
COUNTY OF TRAVIS

X
X
X

RESTRICTIVE COVENANTS
OAK HILL HEIGHTS, SECTIONS 1, 2 & 3

* * * * *

This Declaration of Restrictions, made this 28th day of Aug., 1983,
by the undersigned, herein called Developer,

W I T N E S S E T H:

WHEREAS, McLester, Grisham & Gardner Investors, Inc., Robert Weeks
Company, Jim Miller & Son, Inc., CBS Development Corp., C. B. Smith and Sharon
Johnson are the owners of all the lots located in Oak Hill Heights, Sections
1, 2 and 3, a subdivision in Travis County, Texas, as shown by the map or plat
thereof of record in:

Section 1: Volume 78, Pages 116-117,

Section 2: Volume 78, Pages 114-115, and

Section 3: Volume 79, Pages 188-189,

plat records of Travis County, Texas, to which plat and its record reference
is here made for all purposes, and desires 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.

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 the subdivision of OAK HILL HEIGHTS,
SECTIONS ONE (1), TWO (2) and THREE (3), a Subdivision
in Travis County, Texas, as shown by the map or plat thereof
of record in the Plat Records of Travis County, Texas, to

DEED RECORDS
Travis County, Texas

8239 . 569

which plat and its record reference is here made.

II.

COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, AND CHARGES

The property described in Sections 1, 2 and 3 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 improvements 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 residence purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwellings, except that a separate garage building, servants quarters of one-story or a one-story guest house not to exceed 600 square feet of floor area will be permitted, provided that such structure or structures are attached to the main residence by a common wall or by a covered passageway. No building shall remain uncompleted for more than one year after construction has been commenced.

B. Dwelling Size. No dwelling shall be erected on any lot containing less than 1,600 square feet of finished, heated living space.

C. Masonry. Each dwelling shall have not less than 50% of its exterior walls of masonry construction and all dwellings shall be of recognized, standard construction and materials.

D. Easements, Setbacks and Fences. The front of each residence shall be set back at least 25 feet from the lot line toward which the residence

faces. The sides of each residence shall be no closer than five feet to the property lines. No fence, wall or hedge shall be erected or placed forward of the front setback line as shown on the plat of this subdivision without the prior consent of the Architectural Control Committee as hereinafter set out. All fences shall be privacy fences at least six feet high and constructed of new wood and/or masonry materials unless consent for a variance thereof is granted by the Architectural Control Committee.

E. Nuisances. No noxious or offensive activities shall be carried on 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. No junk or abandoned automobiles shall be permitted to remain on any lot in this subdivision, nor on any public thoroughfare adjacent to said lot. No inoperable automobiles shall remain on any lot in this subdivision or in the street adjacent to the lot for more than seven days.

F. Temporary Structures and Outbuildings. No structure of a temporary character, mobile home, 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. Except with the approval of the Developer or Architectural Control Committee, no mobile or motor home, trailer of any kind, truck, camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle or boat be constructed, reconstructed, or repaired upon any lot in such a manner as will be visible from adjoining lots; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, construction of any improvement approved by the Developer or Architectural Control Committee. No building may be moved on any lot, unless such building is constructed of the same materials used in the exterior of the residence. Any deviation to the requirements of this subparagraph must be approved by the Architectural Control Committee.

G. Signs and Easements for 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, and except that signs may be used by builders or brokers to advertise property in this subdivision for sale.

H. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any character shall be permitted upon any lot.

I. 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 two dogs or two cats, or a combination of not more than three dogs and cats.

III.

GARAGES AND DRIVEWAYS

A garage or carport of at least two-car capacity shall be erected for or as a part of each residence and such garage or carport shall have a one-ribbon driveway of concrete going to the pavement in the street. No carport may front on a street unless a masonry wall is constructed to the roofline of the carport, such wall must be the front wall of the carport, which faces street.

Driveways shall be constructed so that they have a sufficient rise in elevation to allow for the surface water drainage along the curb line of the street to continue without interruption or change in direction of flow.

IV.

ARCHITECTURAL CONTROL COMMITTEE

For a period of ten years from date hereof, no building, wall or fence shall be erected, placed, or altered on any lot until the construction plans and specifications thereof, including, but not limited to, location of buildings, walls, fences, driveways, and setbacks have been approved in writing by the Architectural Control Committee, hereinafter called "Committee." The

approval of the Committee shall not be unreasonably or whimsically withheld.

The Committee shall be composed of four members. The original members of the Committee shall be Michael McCoy, Larry Grisham, Jim Miller, and Robert Weeks, or their assigns. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to act until the member or members have been replaced. A decision of a majority of the Committee shall be binding on all members thereof.

The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove the plans and specifications and plot plan for the building to be erected on the lot, or the plans and specifications for the alteration of a building located on a lot, within thirty days after the same have been submitted to the Committee, then in that event the same shall be deemed approved. All plans and specifications shall be delivered to the Developer at its office at 4608 South Lamar, Austin, Texas 78745, or such other address as it may designate, certified mail, return receipt requested, and the date received by the Developer shall be considered the date of delivery.

Anything herein to the contrary notwithstanding, the Committee is hereby authorized, at its sole discretion, to waive any requirement or restriction set forth herein as pertains to any lot or lots covered hereby, but such waiver shall not constitute a waiver or release of any such restriction as pertains to any other lot or lots.

V.

TERM

These covenants are to run with the land and shall be binding on parties and all persons claiming under them for a period of twenty-five (25) years from date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots encumbered by this declaration, it is agreed to change said declaration in whole or in part.

VI.

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 Oak Hill Heights, Sections 1, 2 and 3, 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 fees shall be assessed against the violator.

VII.

SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions, reservations, or charges is held invalid or unenforceable 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.

VIII.

NUMBER AND GENDER

The singular shall be treated as a 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.

3 35 1567

EXECUTED this 28th day of Aug., 1963.

MCLESTER, GRIGHAM & GARDNER INVESTORS, INC.

NO SEAL

By

Developer.

ROBERT WEEKS COMPANY

By

NO SEAL

JIM MILLER & SON, INC.

By

NO SEAL

CBS DEVELOPMENT CORP.

By

NO SEAL

C. B. Smith

Sharon Johnson

3 35 1568

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

The foregoing instrument was acknowledged before me on the 28th
day of August, 1983 by Larry Grisham, Sec. Treas.
of McLESTER, GRISHAM & GARDNER INVESTORS, INC., a Texas Corporation, on behalf
of said corporation.

NOTARY SEAL

Donna Mott
Notary Public - State of Texas
My commission expires: _____

(stamped or printed name)

DONNA MOTT
Commission Expires 11-5-86

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

The foregoing instrument was acknowledged before me on the 28
day of August, 1983 by Robert Weeks, president
of ROBERT WEEKS COMPANY, a Texas corporation, on behalf of said corporation.

NOTARY SEAL

Michael McCoy
Notary Public - State of Texas
My commission expires: 4-1-84

Michael McCoy
(stamped or printed name)

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

The foregoing instrument was acknowledged before me on the 28
day of August, 1983 by Jim Miller, President
of JIM MILLER & SON, INC., a Texas corporation, on behalf of said corporation.

NOTARY SEAL

Michael McCoy
Notary Public - State of Texas
My commission expires: 4-1-84

Michael McCoy
(stamped or printed name)

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

The foregoing instrument was acknowledged before me on the 28
day of August, 1983 by C.B. Smith, President
of CBS DEVELOPMENT CORP., a Texas corporation, on behalf of said corporation.

NOTARY SEAL

Michael McCoy
Notary Public - State of Texas
My commission expires: 4-1-84

Michael McCoy
(stamped or printed name)

3 35 1569

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

The foregoing instrument was acknowledged before me on the 28
day of August, 1983 by C. B. SMITH.

NOTARY SEAL

Michael McCoy
Notary Public - State of Texas
My commission expires: 11-1-84
Michael McCoy
(stamped or printed name)

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

The foregoing instrument was acknowledged before me on the 24
day of August, 1983 by SHARON JOHNSON.

NOTARY SEAL

Michael McCoy
Notary Public - State of Texas
My commission expires: 11-1-84
Michael McCoy
(stamped or printed name)

After recording
return to:

Paul A. Knight
8701 MoPac Boulevard, Suite 120
Austin, Texas 78759

FILED

SEP 7 12 33 PM '83

Doris H. Hughes
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 stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as stamp hereon by me, on

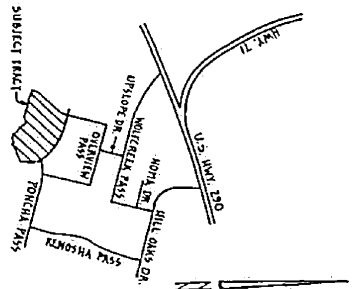
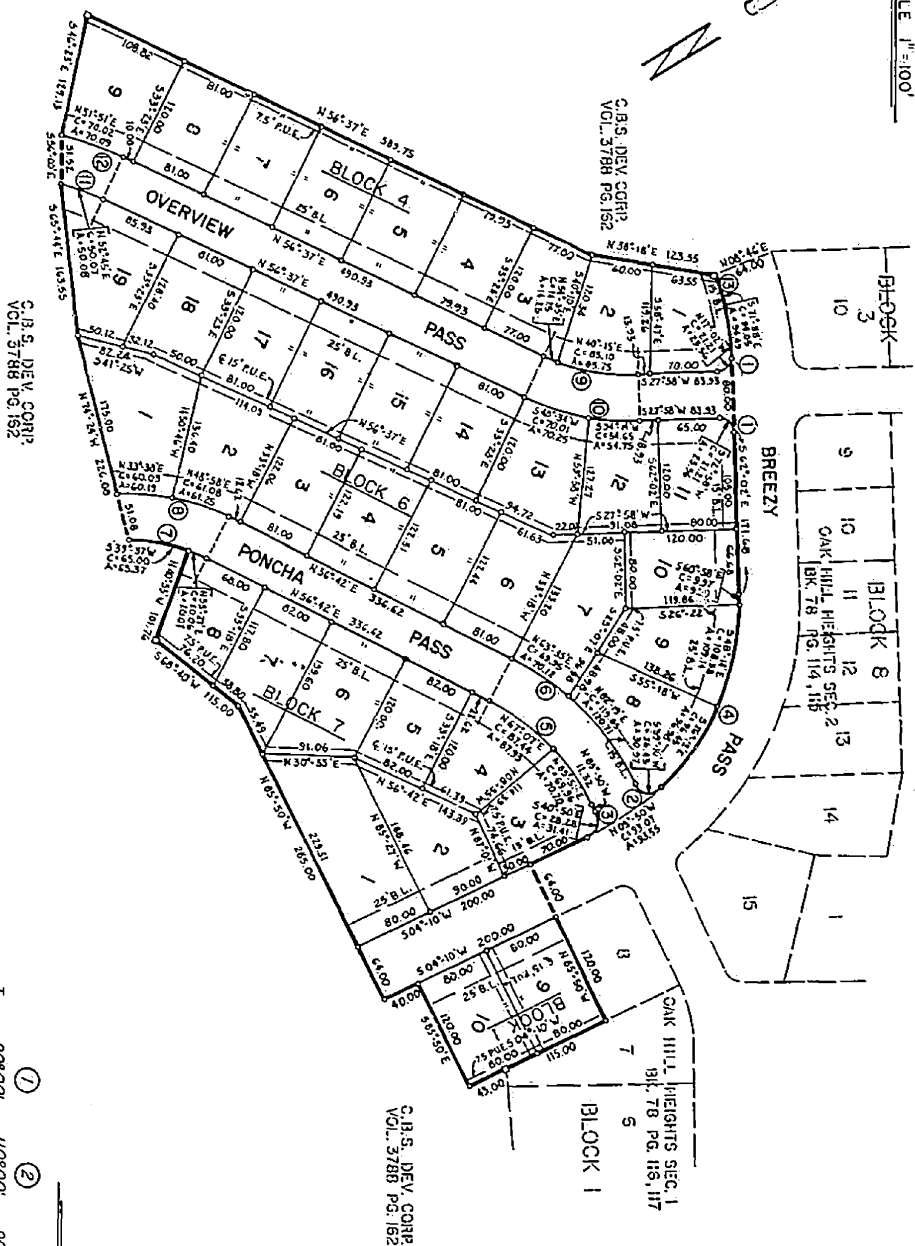
SEP 7 1983



Doris H. Hughes
COUNTY CLERK
TRAVIS COUNTY, TEXAS

OAK HILL HEIGHTS SECTION THREE

SCALE 1"=100'



LOCATION MAP
NO SCALE

- LEGEND
- Iron pin found
 - Iron pin set
 - Concrete monument set
 - BL—Building line
 - PUE—Public utility easement

CURVE DATA

	①	②	③	④	⑤	⑥
I	90°00'	110°00'	90°00'	66°12'	37°28'	37°28'
T	15.00	23.04	20.00	174.71	82.01	98.96
R	15.00	16.13	20.00	268.00	241.82	291.82
C	21.21	26.43	28.28	292.71	155.33	187.44
A	23.56	30.97	31.41	309.65	158.13	190.82
⑦						
I	27°40'	30°40'	28°39'	28°39'	7°44'	9°32'
T	43.57	62.23	51.07	63.84	25.10	35.13
R	176.96	226.96	200.00	250.00	371.31	421.31
C	84.62	120.03	98.97	123.71	50.02	70.02
A	85.45	121.48	100.00	125.01	50.12	70.10
						94.49

NOTE:
Lot 9 and 10 Block 1 to be restricted from occupancy until sewer can be provided.

NOTE:
Sidewalks are required along the south side of Poncha Pass, the south side of Overview Pass, and both sides of Breezy Pass.

I, James T. Watson, am authorized under the laws of the State of Texas to practice the profession of Surveying, and hereby certify that this plat complies with Chapter 41 of the Austin City Code: it is true and correct, and was prepared from an actual survey made of the property by Randall S. Jones under my supervision on the ground.

Nov. 6, 1979
DATE

James T. Watson
JAMES T. WATSON
REGISTERED PUBLIC SURVEYOR NO. 290



SHEET 1 OF 2

No lot in this subdivision is within the 100 year flood plain.

Nov. 6, 1979
DATE

James T. Watson
JAMES T. WATSON
R.R.E. NO. 14298



C.B.F. 79-126

THE STATE OF TEXAS: KNOW ALL MEN BY THESE PRESENTS:

That CBS Development Corporation, a Corporation organized and existing under the laws of the State of Texas, with its office in the City of Austin, Texas, acting herein by and through its President, C. B. Smith Sr., owner of that certain 409.91 acre tract of land out of and a part of the Jesse Williams Survey No. 62, situated in Travis County, Texas, conveyed by deed of record in Volume 3788, Page 162 of the Travis County, Texas Deed Records, does hereby subdivide 11.16 acres of said 409.91 acre tract, in accordance with the attached plat to be known as OAK HILL HEIGHTS SECTION THREE, and do hereby dedicate to the public use the streets and easements as shown thereon.

WITNESS MY HAND, this the 6th day of November, A.D. 1979
CBS DEVELOPMENT CORPORATION

By C. B. Smith Sr.
C. B. SMITH SR., President
3205 South 1st Street
Austin, Texas 78704

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared C. B. Smith Sr., President of CBS Development Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, as the acts and deeds of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of November, A.D. 1979

Johnnie Chubb
Notary Public, in and for Travis County, Texas
Commission Expires 5th 11th

APPROVED FOR ACCEPTANCE:

By Richard R. Lillie (Date)
Director of Planning

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AUSTIN, TEXAS,
this the 17th day of March, A.D. 1980
Michael D. McCutcheon
Secretary Chairman

In approving this plat by the Commissioners Court of Travis County, Texas, it is understood that the building of all streets, roads, or other public thoroughfares shown on this plat, or any bridges or culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares, or in connection therewith, shall be the responsibility of the owner and/or developer of the tract of land covered by this plat, in accordance with the plans and specifications prescribed by the Commissioners Court of Travis County, Texas, and said court assumes no obligation to build any of the streets, roads or other public thoroughfares shown on this plat, or any bridges or culverts in connection therewith. Also, that the acceptance for maintaining, by Travis County, of the streets and roads in Real-Estate Subdivisions does not obligate the County to install street marking signs, as this is considered a part of the developers construction, but that erecting signs for traffic control, such as speed limits and STOP and YIELD signs shall remain the responsibility of the County.

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Doris Shropshire, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that on the 24th day of March, A.D. 1980 the Commissioners Court of Travis County, Texas, passed an order authorizing the filing for record of this plat, and that said order has been duly entered in the Minutes of said Court in Book 3, Page 425.

WITNESS MY HAND AND SEAL OF OFFICE, this the 24th day of March, A.D. 1980
DORIS SHROPSHIRE, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS.
By Shirley L. Ladd, Deputy

FILED FOR RECORD ON THE 24th DAY OF March, A.D. AT 4:45 O'CLOCK P.M.
DORIS SHROPSHIRE, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS.
By Norma McCarter, Deputy

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Doris Shropshire, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the 24th day of March, A.D. 1980, at 4:45 O'CLOCK P.M., and was duly recorded on the 24th day of March, A.D. 1980, at 4:45 O'CLOCK P.M., in the Plat Records of said County, in Plat Book 72, Pages 188 and 189.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, THE DATE LAST WRITTEN ABOVE.
DORIS SHROPSHIRE, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS
By Linda K. Combs, Deputy