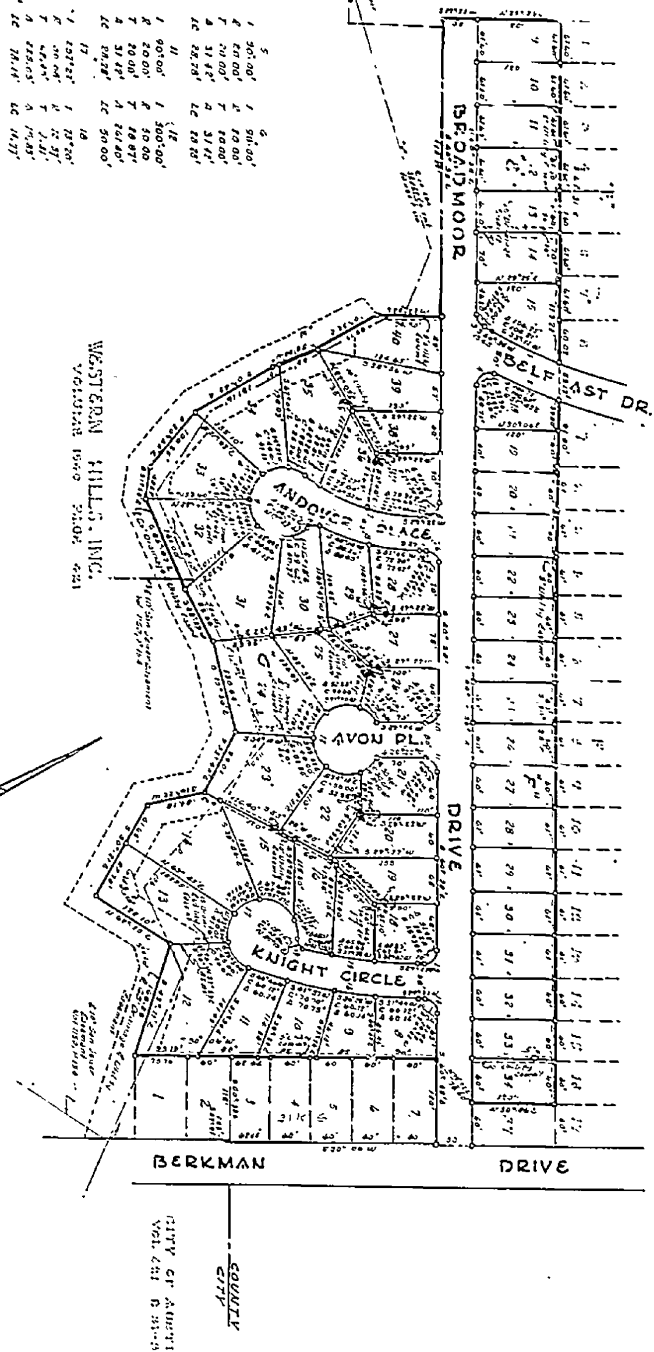


WESTERN HILLS, INC.
SECTION 7
BLOCK 7



Section Two Western Hills Park

LEGEND

- Iron pin set
 - Iron pin found
 - Monument set
 - Monument found
 - Easement
- Scale 1" = 100'

Book 1873 - Pages 5-39 - 5-42 Road Record

APPROVED FOR ACCEPTANCE:
Date MAY 4, 1955

W. L. Mike Stephens
City Engineer

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY PLANNING
COMMISSION, CITY OF AUSTIN, TEXAS, THIS THE 5 DAY OF MAY, A.D.
1955

W. H. Heston
Chairman
Miss Helen Winkler
Secretary

We hereby certify that all monuments and iron pipes shown on set comply
with Section 26.03 of the City Subdivision Ordinance.

The
MARVIN TURNER
Austin, Texas
Engineers

W. L. Curdison
Registered Professional Engineer (SEAL)

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

That **WESTERN HILLS, INC.**, a corporation organized and existing under the laws of the State of Texas, does hereby subdivide 16.15 acres of land out of the James B. Phillips Survey No. 57, lying within the corporate city limits of Austin, Travis County, Texas and being a part of that tract of 88.47 acres conveyed to **WESTERN HILLS, INC.** by Part Development Company by deed recorded in Volume 1540, Page 421, of the Deed Records of Travis County, and does hereby adopt this and the said subdivision to be known as Section Two of **WESTERN HILLS** and certain easements as shown therein to the use of the public, and dedicate the streets and easements as shown therein to the use of the public, and declare the **WESTERN HILLS, INC.** this 4 day of May, A.D. 1955.

W. L. Curdison
Notary Public in and for Travis County, Texas
(SEAL)

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared **W. L. Phillips**, President of **WESTERN 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 on the day of May, A.D. 1955, for the purposes and consideration therein expressed and in the capacity therein stated.

W. L. Curdison
Notary Public in and for Travis County, Texas
(SEAL)

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, **Miss Emily Limberg**, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that this foregoing instrument with its Certificate of Authentication was filed for record in my office on this day of May, A.D. 1955 at 8:35 o'clock A.M. and duly recorded on the day of May, A.D. 1955 at 8:35 o'clock A.M. in the first records of said County in that book of Page 57 of Volume 1540 and SEAL OF THE COUNTY COURT of said County, the date last written above.

Emily Limberg
Clerk County Court
Travis County, Texas

FILED FOR RECORD

at 8:35 o'clock A.M. this the 5 day of May, A.D. 1955

Emily Limberg
Clerk County Court
Travis County, Texas

SURVEYED BY:

The
MARVIN TURNER
Austin, Texas
Engineers

W. L. Curdison
Registered Professional Engineer (SEAL)

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS:

That Western Hills, Inc., a Texas corporation, being the sole owner of Windsor Park, Section Two, a subdivision of a part of the James F. Wallace League, in Travis County, Texas, according to the map or plat of said subdivision recorded in Book 7, Page 91, Plat Records of Travis County, Texas, hereby imposes the following covenants, conditions, and restrictions upon all of said property:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
2. No dwelling shall be permitted on any lot at a cost of less than \$7,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet.
3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be

constructed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 55 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet, except that dwellings may be erected or placed on lots as shown on the recorded plat of Windsor Park, Section Two.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

6. No noxious or offensive 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.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be placed on any lot at any time as a residence either temporarily or permanently.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mining excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. No part of any of said property shall ever be used for a business or commercial purpose or for carrying on any trade or profession, except that Western Hills, Inc., its successors or assigns, may erect and maintain sales offices and exhibit houses in Windsor Park, Section Two.

11. No corner lot may be resubdivided or used so as to permit an additional dwelling to face on a side street.

12. No animals, livestock, or poultry of any kind shall be

raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

15. No fence, wall, or hedge shall be built or maintained forward of the front wall line of any house erected on any lot.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in Windsor Park, Station Two, has been recorded, agreeing to change said covenants, conditions, and restrictions, in whole or in part.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. Invalidation of any one of these covenants by judgment or a court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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Executed this 30 day of May, 1955.

WESTERN HILLS, INC.

By Clyde Copus
Vice President

THE STATE OF TEXAS :
: COUNTY OF TRAVIS :

Before me, the undersigned authority, on this day personally appeared Clyde Copus, Jr., Vice President of Western Hills, Inc., a Texas corporation, 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 for the purposes and consideration therein expressed, as the act and deed of Western Hills, Inc., and in the capacity therein stated.

Given under my hand and seal of office, this 30 day of May, 1955.

Fred A. Wells, Jr.

Notary Public, Travis County, Texas.



Filed for Record June 1, 1955 at 10:30 A. M. Recorded June 3, 1955 at 8:45 A. M.