77006

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THE HIGHLANDS

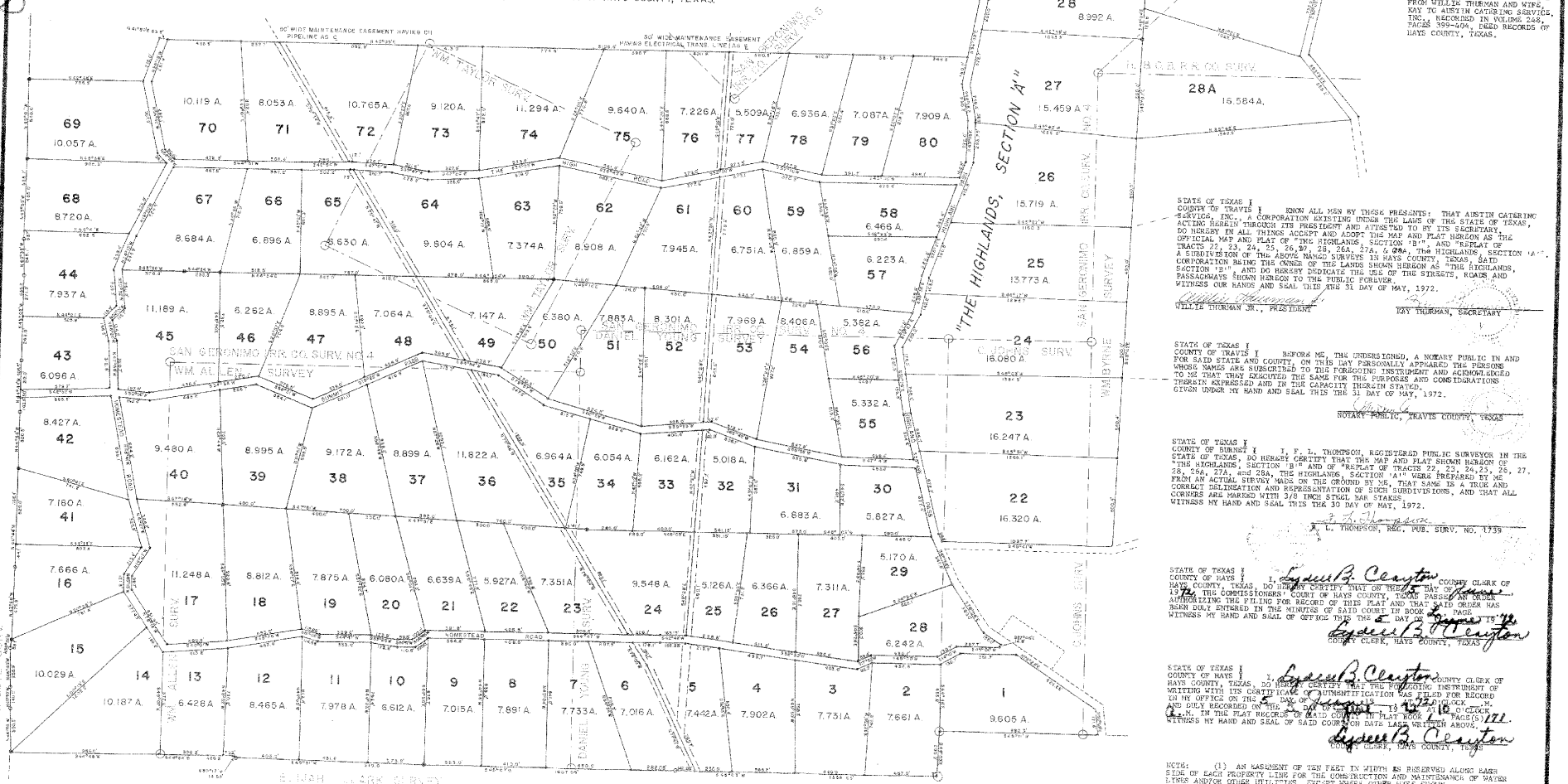
SECTION "B"

BEING A 657.726 ACRE SUBDIVISION IN HAYS COUNTY, TEXAS, COMPRISED OF ALL OF THE DANIEL YOUNG & WILLIAM ALLEN SURVEYS, AND A PART OF THE CHARLES JOHNS SURVEY, THE WM. TAYLOR SURVEY, AND THE SAN GERONIMO IRRIGATION CO. SURVEYS NOS. 4 & 5 OF SAID COUNTY.

& REPLAT OF A PART OF SECTION 'A'

INCLUDED HEREON IS A REPLAT OF TRACTS 22, 23, 24, 25, 26, 27, 26A, 26A, 27A, & 28A, SHOWING CORRECTIONS THERETO, OF "THE HIGHLANDS, SECTION 'A'", IN NO WISE TO BE CONSIDERED A PART OF "THE HIGHLANDS, SECTION 'B'". ORIGINAL PLAT OF "THE HIGHLANDS, SECTION A" IS RECORDED IN PLAT BOOK I AT PAGES 155 & 156, PLAT RECORDS OF HAYS COUNTY, TEXAS.

ORIGINAL SCALE: 1"=300'



BEING A 657.726 ACRE SUBDIVISION IN HAYS COUNTY, TEXAS, COMPRISED OF ALL OF THE WM. ALLEN SURVEY, 150 ACRES, THE DANIEL YOUNG SURVEY, 135.15 ACRES, AND A PART OF THE C. JOHNS SURVEY, 11.11 ACRES, WM. TAYLOR SURVEY, 50 ACRES, SAN GERONIMO IRR. CO. SURV. NO. 5, 2.12 ACRES, AND THE SAN GERONIMO IRRIGATION CO. SURVEY NO. 4, 281.34 ACRES, AND BEING A PART OF THOSE LANDS CONVEYED FROM WILLIE THURMAN AND WIFE, KAY TO AUSTIN CATERING SERVICE, INC., RECORDED IN VOLUME 248, PAGES 399-404, DEED RECORDS OF HAYS COUNTY, TEXAS.

STATE OF TEXAS ‖
COUNTY OF TRAVIS ‖ KNOW ALL MEN BY THESE PRESENTS: THAT AUSTIN CATERING SERVICE, INC., A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ACTING HEREIN THROUGH ITS PRESIDENT AND ATTESTED TO BY ITS SECRETARY, DO HEREBY IN ALL THINGS ACCEPT AND ADOPT THE MAP AND PLAT HEREON AS THE OFFICIAL MAP AND PLAT OF "THE HIGHLANDS, SECTION 'B'" AND "REPLAT OF TRACTS 22, 23, 24, 25, 26, 27, 28, 26A, 27A, & 28A, THE HIGHLANDS, SECTION 'A'", A SUBDIVISION OF THE ABOVE NAMED SURVEYS IN HAYS COUNTY, TEXAS, SAID CORPORATION BEING THE OWNER OF THE LANDS SHOWN HEREON AS "THE HIGHLANDS, SECTION 'B'", AND DO HEREBY DEDICATE THE USE OF THE STREETS, ROADS AND PASSAGEWAYS SHOWN HEREON TO THE PUBLIC FOREVER.
WITNESS OUR HANDS AND SEAL THIS THE 31 DAY OF MAY, 1972.

WILLIE THURMAN JR., PRESIDENT

KAY THURMAN, SECRETARY

STATE OF TEXAS ‖
COUNTY OF TRAVIS ‖ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS DAY PERSONALLY APPEARED THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL THIS THE 31 DAY OF MAY, 1972.

NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

STATE OF TEXAS ‖
COUNTY OF BURNET ‖ I, F. L. THOMPSON, REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP AND PLAT SHOWN HEREON OF "THE HIGHLANDS, SECTION 'B'" AND OF "REPLAT OF TRACTS 22, 23, 24, 25, 26, 27, 28, 26A, 27A, and 28A, THE HIGHLANDS, SECTION 'A'" WERE PREPARED BY ME FROM AN ACTUAL SURVEY MADE ON THE GROUND BY ME, THAT SAME IS A TRUE AND CORRECT DELINEATION AND REPRESENTATION OF SUCH SUBDIVISIONS, AND THAT ALL CORNERS ARE MARKED WITH 3/8 INCH STEEL BAR STAKES.
WITNESS MY HAND AND SEAL THIS THE 30 DAY OF MAY, 1972.

F. L. THOMPSON, REG. PUB. SURV. NO. 1739

STATE OF TEXAS ‖
COUNTY OF HAYS ‖ I, Lydeen B. Cranston, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THIS 5 DAY OF June, 19 72, THE COMMISSIONERS' COURT OF HAYS 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 ___ PAGE ___.
WITNESS MY HAND AND SEAL OF OFFICE THIS THE 5 DAY OF June, 19 72

Lydeen B. Cranston
COUNTY CLERK, HAYS COUNTY, TEXAS

STATE OF TEXAS ‖
COUNTY OF HAYS ‖ I, Lydeen B. Cranston, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTIFICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 5 DAY OF June, 19 72 AT 10:16 O'CLOCK A.M. AND DULY RECORDED ON THE 5 DAY OF June, 19 72 AT 10:16 O'CLOCK A.M. IN THE PLAT RECORDS OF SAID COUNTY IN PLAT BOOK 1, PAGE(S) 111.
WITNESS MY HAND AND SEAL OF SAID COUNTY ON DATE LAST WRITTEN ABOVE.

Lydeen B. Cranston
COUNTY CLERK, HAYS COUNTY, TEXAS

NOTE: (1) AN EASEMENT OF TEN FEET IN WIDTH IS RESERVED ALONG EACH SIDE OF EACH PROPERTY LINE FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES AND/OR OTHER UTILITIES, EXCEPT WHERE OTHER WISE SHOWN.
(2) EACH DWELLING OR RESIDENTIAL BUILDING ERECTED ON THIS SUBDIVISION SHALL BE CONNECTED TO A SEPTIC SYSTEM OR OTHER MEANS OF WASTE DISPOSAL IN STRICT ACCORDANCE WITH REQUIREMENTS OF THE TEXAS STATE DEPARTMENT OF HEALTH.
(3) EACH PROPERTY OWNER IS RESPONSIBLE FOR HIS WASTE AND GARBAGE DISPOSAL AND MUST DISPOSE OF SAME BY DUMPING ON APPROVED GROUNDS OR BY CONTRACT WITH APPROVED COMPANIES.

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THE STATE OF TEXAS)
(75928
COUNTY OF HAYS)

That AUSTIN CATERING SERVICE, INC., a Texas corporation, is the owner of the following property: The Highlands, Section A, a subdivision in Hays County, Texas, containing 923.40 acres more or less as recorded in Vol. 1 Page 155-156 of the Hays County Plat Records excepting Tracts 51 & 52 to which these restrictions do not apply, and such owner desires to adopt a plan for the development of subject property which will be binding upon it, and its successors and assigns in title, to the land in said subdivision.

NOW, THEREFORE, for and in consideration of the mutual benefits to the developers and future owners of the above described property, herein called "subject property", AUSTIN CATERING SERVICE, INC., does hereby make subject property subject to the following restrictive covenants, to-wit:

1. No part of subject property shall be used except for residential purposes, and no commercial enterprise of any kind or character shall be carried on upon any part of such property.

2. No building shall be erected, altered, placed or permitted to remain on any tract other than one dwelling unit (which may be more than single family). Detached garages, work shops, and barns may be constructed on the property so long as they are of good construction, kept in good repair, and are not used for residential purposes. The term "dwelling" shall be construed to include one mobile home, provided such mobile home contains at least 300 square feet of living area. All other dwellings must have at least 900 square feet.

3. No building of any kind shall be located on any tract nearer than 50 feet to any tract line. All dwellings placed on subject property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity.

4. In the event any livestock (except hogs or pigs) are kept on subject property, not more than one head of livestock per acre shall be kept on any tract, and any tract containing livestock must be fenced, provided, however, that no hogs or pigs may be kept on the premises. No poultry shall be kept or raised on subject property, except poultry for personal use of the owner of any tract may be kept.

5. The term "tract" as used herein shall mean a tract as shown on the aforesaid subdivision and no resubdivision of any such tract shall affect such meaning; provided, however, that for the purpose of financing the construction of a home a purchase contract holder may obtain a deed to a portion of the land upon payment of such sum on the principal of the account as may be required, and for those purchasers transactions handled on the basis of a note and deed of trust, such purchaser may obtain a partial release of the deed of trust; and provided, however, that after January 1, 1982, any such tract may be resubdivided into two or more smaller tracts, and from and after such date, the term "tract" shall mean any tracts resulting from any such resubdivision. Nothing herein shall be construed to affect the duration of these restrictions contained in Paragraph 9 hereof.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change or retard the flow of water through drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

7. No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same 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.

9. 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 30 years from the date these are recorded. After such time such covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

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10. Enforcements shall be by proceeding in law or in equity, against any person or persons violating ar attempting to violate any covenant, either to restrain violation or to recover damages.

11. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

DATED this the 16th day of March, 1972.

AUSTIN CATERING SERVICE, INC.

ATTEST:

Kay Thurman
Kay Thurman - Secretary

By: Willie Thurman Jr.
Willie Thurman, Jr. - President

"The State of Texas

"County of Travis

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Willie Thurman Jr. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Austin Catering Service, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

"Given under my hand and seal of office, this the 16th day of March, A. D. 1972."

Notary Public in and for Travis County, Texas

"My commission expires the 30th day of June, 1972."

THE STATE OF TEXAS }
COUNTY OF HAYS }

I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 21st day of March A.D., 1972 at 2:15 o'clock P M., and duly recorded on the 22nd day of March A.D., 1972 at 9:20 o'clock A M., in the Deed Records of said County in Book Number 349 Pages 190-192 inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

Lydell B. Clayton By _____ Deputy

LYDELL B. CLAYTON, Clerk of the County Court within and for the County

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THE STATE OF TEXAS

COUNTY OF HAYS

77109

That AUSTIN CATERING SERVICE, INC., a Texas corporation, is the owner of the following property: The Highlands, Section B, a subdivision in Hays County, Texas, containing 657.726 acres more or less as recorded in Vol 1 Page 171 of the Hays County Plat Records, and such owner desires to adopt a plan for the development of subject property which will be binding upon it, and its successors and assigns in title, to the land in said subdivision.

NOW, THEREFORE, for and in consideration of the mutual benefits to the developers and future owners of the above described property, herein called "subject property", AUSTIN CATERING SERVICE INC., does hereby make subject property subject to the following restrictive covenants, to-wit:

1, No part of subject property shall be used except for residential purposes, and no commercial enterprise of any kind or character shall be carried on upon any part of such property.

2. No building shall be erected, altered, placed or permitted to remain on any tract other than one dwelling unit (which may be more than single family). Detached garages, work shops, and barns may be constructed on the property so long as they are of good construction, kept in good repair, and are not used for residential purposes. The term "dwelling" shall be construed to include one mobile home, provided such mobile home contains at least 400 square feet of living area. All other dwellings must have at least 900 square feet.

3. No building of any kind shall be located on any tract nearer than 50 feet to any tract line. No mobile home shall be located on any tract nearer than 100 feet to any public road. All dwellings placed on subject property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity.

4. In the event any livestock (except hogs or pigs) are kept on subject property, not more than one head of livestock per acre shall be kept on any tract, and any tract containing livestock must be fenced, provided, however, that no hogs or pigs may be kept on the premises. No poultry shall be kept or raised on subject property, except poultry for personal use of the owner of any tract may be kept.

5. The term "tract" as used herein shall mean a tract as shown on the aforesaid subdivision and no resubdivision of any such tract shall affect such meaning; provided, however, that for the purpose of financing the construction of a home a purchase contract holder may obtain a deed to a portion of the land upon payment of such sum on the principal of the account as may be required, and for those purchasers transactions handled on the basis of a note and deed of trust, such purchaser may obtain a partial release of the deed of trust; and provided, however, that after January 1, 1982, any such tract may be resubdivided into two or more smaller tracts, and from and after such date, the term "tract" shall mean any tracts resulting from any such resubdivision. Nothing herein shall be construed to affect the duration of these restrictions contained in Paragraph 9 hereof.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change or retard the flow of water through drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

7. No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

8. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same 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.

9. 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 30 years from the date these are recorded. After such time such covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change such covenants in whole or in part.

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10. Enforcements shall be by proceeding in law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

11. Invalidation of any one of these covenants by judgement or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

DATED this the 8th day of June 1972.

AUSTIN CATERING SERVICE, INC.

ATTEST:

Kay Thurman

Kay Thurman - Secretary

by: Willie Thurman, Jr.

Willie Thurman, Jr. - President.

The State of Texas

County of Travis

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Willie Thurman, Jr. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Austin Catering Service, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

"Given under my hand and seal of office, this the 8th day of June A.D. 1972."

Notary Public in and for Travis County, Texas

"My commission expires the 30th day of June 1972."

THE STATE OF TEXAS }
COUNTY OF HAYS }

I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 12th day of June A.D., 1972 at 1:30 o'clock P M., and duly recorded on the 12th day of June A.D., 1972 at 9:00 o'clock A M., in the Deed Records of said County in Book Number 251 Pages 16-18 Inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

Lydell B. Clayton By Deputy

LYDELL B. CLAYTON, Clerk of the County Court within and for the County