

589/186

AMENDED RESTRICTIVE COVENANT AGREEMENT
FOR HIGHLAND HILLS SUBDIVISION

259

STATE OF TEXAS))
))
 COUNTY OF BURNET))

WHEREAS, it is the desire and intention of all respective owners of the contiguous and adjoining tracts of land in the Highland Hills Subdivision, Burnet County, Texas hereto to restrict said land according to a common plan as to use and permissible construction, so that all of said lands shall be benefited and each successive owner of all or a part of said lands shall be benefited by the preservation of the value and the character of said lands;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements of the parties hereto, each to the others and Covenantors and Covenantees, and expressly for the benefit of, and to bind, their successors in interest, the said parties agree as follows:

1. All tracts shall be used for residential purposes only, and no residence shall be erected, altered, placed, or permitted to remain on any tract other than one detached, single family dwelling unit per tract. No mobile or modular homes; no duplexes, condominiums, or multifamily dwelling units of any type, kind, or size shall be erected, placed or permitted to remain on any tract.

1a. All persons owning multiple adjacent tracts shall be allowed to use such tracts as supporting tracts to the residential tract. A supporting tract is governed by the same restrictions set out herein as a residential tract except it has no residence requirement.

1b. If a supporting tract is sold with an outbuilding on it, a residence must be completed within one year on such supporting tract.

2. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be

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made upon any tract, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by the Architectural Control Committee of the Highland Hills Subdivision as to harmony or external design and location in relation to surrounding structures and topography. No outbuilding may be constructed on any tract until the residential dwelling has been commenced.

3. No building, including residential dwelling units and barns shall be located nearer than thirty (30) feet to the front property line, and must be constructed parallel, or as nearly parallel as may be practicable, to the street-line or the radius of the curve of the street. No residential dwelling unit shall be located nearer than thirty (30) feet to any side street on any tract in this subdivision, nor nearer than ten (10) feet to any interior tract line. No residential dwelling unit shall be located on any interior tract nearer than ten (10) feet to the rear tract line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building; provided; however, that this shall not be construed to permit any portion of a building on a tract to be nearer than six (6) feet to any interior tract line or nearer than twenty-six (26) feet to any side street line.

4. There shall be no resubdivision of the original platted tracts in Highland Hills Subdivision so that any tract in the subdivision will contain less than five (5) acres.

5. There shall be no easements allowed upon any tract or property located within the Highland Hills Subdivision, except the easements to utility companies or water districts exclusively for the installment and maintenance of utility and drainage facilities and to the Veterans Land Board if required in order to build upon the property. All other easements are strictly prohibited.

6. No structure of a temporary character, trailer, mobile home, basement, tent, shack, barn or other outbuilding shall be

used on any tract at any time as a residence, either temporarily or permanently. No building or structure of any kind shall be moved onto any tract or constructed on any tract without first obtaining prior written majority approval by the Board of Directors and the Architectural Control Committee of the Highland Hills Subdivision. Residences shall contain no less than 1400 square feet of living area for one story detached, single family dwelling units and no less than 2000 square feet for multistory, detached, single family dwelling units, exclusive of porches, breezeways, garages and carports. No residence shall be occupied until the exterior has been completed. The exterior shall be completed within six (6) months from the date construction starts.

7. All detached, single family dwelling units shall be served by septic tanks of adequate capacity; sewer lines carrying detergents from kitchens and washing machines shall by-pass septic tanks and extend to lateral lines. Sewer systems connected to each dwelling shall have lateral lines of a least 300 feet in length and all property owners in the subdivision will at all times be subject to the rules and directives of the County Health Officer as to sewage disposal and shall conform with the requirements of State, County and local health departments.

8. No obnoxious, offensive, or unlawful use shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance, nuisance or unsightly to the neighborhood.

9. No tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No passenger cars, trucks, or airplanes shall be allowed to remain on any property that do not have a valid Texas registration or a valid federal

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number if applicable unless housed in an enclosed building.

10. Each residence may have one (1) garage sale per year.

11. Animals will be allowed if a tract has been properly fenced to contain such animals, dogs and cats are excepted unless they create a nuisance. It is, specifically agreed that there will be no commercial operation pertaining to said animals permitted upon any said tract.

11a. Each residing property owner in the Highland Hills Subdivision may breed and train their own personal ostriches, emus, rias, horses, cattle, sheep and goats for pleasure and/or profit but may be allowed to do so subject to the restrictions set out below.

Any proposed breeding and training facilities, as well as the quantity and particular type of animal, as described above, are subject to advance approval by the Animal Control Committee. The Animal Control Committee shall consist of ten (10) different tract owners. Such Animal Control Committee shall be elected at each annual meeting by the membership and shall serve until re-elected in a similar yearly manner.

All landowners who are approved under this restriction to participate in the breeding and/or training of such animals shall properly fence the animals. The said fencing and housing proposals, as well as any signs referring to such activity, to be made or placed upon any tract, showing the nature, kind, shape, height, materials, and location of the same shall be submitted in advance and approved in writing by the Animal Control Committee as to the appropriateness and harmony of external design and location in relation to surrounding structures and typography. It is specifically agreed that there will be no commercial operation pertaining to any of the said animals upon any tract if the commercial operation creates an influx or outgo of traffic, a danger, a nuisance, or is unsightly.

All tract owners shall be given written notice by the Animal Control Committee and fifteen (15) days in which to respond by writing or objection to any application of any nature

made to the Animal Control Committee, including but not limited to, the application for breeding and/or training and fencing and signs. If 75% of the voting tracts, each tract being recorded as on vote, vote for any request within the fifteen (15) days outlined herein, the Animal Control Committee shall approve the request otherwise it shall be denied.

All approved operations will be subject to continuous review and must continue to comply with all conditions, including sanitary conditions. If the Committee feels that any previously approved landowner has failed to comply with any condition of any of the Amended Restricted Covenants, the landowner will receive written notice from the Committee allowing thirty (30) days in which to comply. If the landowner fails to comply in full, the previously approved operation, shall be removed in total by the landowner at his or her expense with the land put back into the condition that existed prior to any such operation being approved.

All approved operations are effective only as to the landowner who makes the said application. Any subsequent buyers of property which has previously been approved by the Animal Control Committee must apply individually to the Animal Control Committee and must qualify and be approved pertaining to all breeding or training of animals, fencing, etc., as described herein. If the landowner is not approved, that person shall put the property back into the condition that existed prior to any approval within thirty (30) days of receiving written notice to do so by the Animal Control Committee. No other commercial activity shall be conducted on any tract.

12. No surface mining, quarrying, selling topsoil, or oil or gas production shall be permitted on any tract.

13. There shall be no discharge of firearms; shotguns excepted.

14. No signs shall be allowed on any tract without first receiving written approval by the Architectural Control

Committee.

15. An assessment of \$100.00 per tract per year shall run against each tract to be used for the road maintenance, enhancement, protection and safety of the property rights of the Highland Hills Subdivision. Such assessment shall be and is hereby secured by a lien on each tract and shall be payable to the Treasurer of the Highland Hills Subdivision on the first day of January of each year commencing January 1, 1986.

The responsibility for extending the assessment towards the enhancement, protection, and safety of Highland Hills and for providing for the maintenance of access roads, and/or enforcing the restrictions contained herein, shall be vested in the Board of Directors of the Highland Hills Property Owners Association. In the event of the death or resignation of any member of said committee, the remaining member or members shall designate a successor(s).

16. Enforcement shall be 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. All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon the purchaser or his or her successors, heirs and assigns, and may be enforced by a property owner of the subdivision.

17. Invalidity of any one of these covenants or restrictions by judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

18. These covenants, conditions, and restrictions shall run with and bind the land, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date they are recorded, after which time these covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants, conditions, and restrictions contained herein may be amended by an instrument signed by the owners of seventy-five (75%) percent of the tracts,

each tract being recorded as one (1) vote. No amendment shall be effective until duly recorded in the office of the County Clerk, Burnet County, Texas.

Highland Hills Subdivision

By: David E. Knoll
David Knoll, President

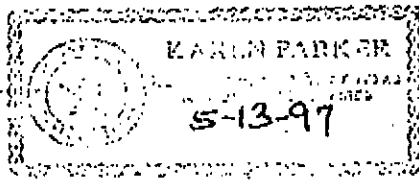
STATE OF TEXAS)(

COUNTY OF BURNET)(

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared David Knoll, President of Highland Hills Subdivision Property Owners Association, Inc., duly incorporated under the laws of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL, this the 6 day of January, A.D., 19 94.



Karen Parker
Notary Public State of Texas

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STATE OF TEXAS

COUNTY OF BURNET

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in Volume 589 Page 186-193 of the Real Property RECORDS of Burnet County, Texas.



Janet Parker
JANET PARKER, COUNTY CLERK
BURNET COUNTY, TEXAS

BY: Michael Foster Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Real Property Records Burnet County, Texas on 1-12-94



Janet Parker
COUNTY CLERK
BURNET COUNTY, TEXAS

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1994 JAN 11 PM 4:20

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

21.00 Pd

Shel & Lavin
104 W. Washington
Burnet, TX 76011

RESTRICTIONS FOR
HIGHLAND HILLS

The following covenants, conditions and restrictions shall be binding on all owners of tracts in Highland Hills, Burnet County, Texas, and shall be binding on them and all parties claiming under them, to-wit:

1. All tracts shall be used for residential purposes unless otherwise designated or approved in writing by Grantor.
2. No building, structure, or fences shall be erected or constructed on any tract or part thereof conveyed as a separate tract until building plans, specifications, design, size and type of construction have been approved in writing by an agent or representative of Grantor. There shall be no resubdivision of tracts in Highland Hills except by Grantor until after May 30, 1980. In no event shall any tract be subdivided or resubdivided so as to contain less than five (5) acres. No building shall be located nearer than thirty (30) feet to the front property line, and must be constructed parallel, or as nearly parallel as may be practicable, to the streetline or the radius of the curve of the street. No dwelling shall be located nearer than thirty (30) feet to any side street on any tract in this subdivision, nor nearer than ten (10) feet to any interior tract line. No dwelling shall be located on any interior tract nearer than ten (10) feet to the rear tract line. For the purpose 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 construed to permit any portion of a building on a tract to be nearer than six (6) feet to any interior tract line or nearer than twenty-six (26) feet to any side street line.
3. No structure of a temporary character be it basement, tent, shack, barn or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently. No building or structure of any kind shall be moved onto any tract of the subdivision without first obtaining prior written consent by an agent or representative of Grantor. Homes shall be of new construction and contain no less than 1400 square feet of living area for single story homes and no less than 2000 square feet for multi-story residences, exclusive of porches, breezeways, garages and carports. No home shall be occupied until the exterior has been completed. Homes shall be of 50% or more rock or brick veneer construction. The exterior shall be completed within six (6) months from the date construction starts. Grantor shall have the right, at his discretion, to remove any building from the subdivision that does not comply.
4. Dwellings shall be served by septic tanks of adequate capacity, and sewer lines carrying detergents from kitchens and washing machines shall by-pass septic tanks and extend to lateral lines. Sewer systems connected to each dwelling shall have lateral lines of at least 300 feet in length and all property owners in the subdivision will at all times be subject to the rules and directives of the County Health Officer as to sewage disposal and shall conform with the requirements of State, County and local health departments.
5. No obnoxious, offensive, unlawful, or immoral use shall be made of the premises. No tract shall be used as a junkyard for storage of old automobiles. In no way shall anything be done on any tract which may be or may become an annoyance or nuisance to the neighborhood.
6. No tract 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.
7. Domestic animals and livestock will be allowed if a tract has been properly fenced to contain such animals; however, it is specifically agreed that there will be no commercial operation in regards to hogs, turkeys, chickens, or other animals deemed as a nuisance in the community. There shall be no discharge of firearms, shotguns excepted, within the subdivision.