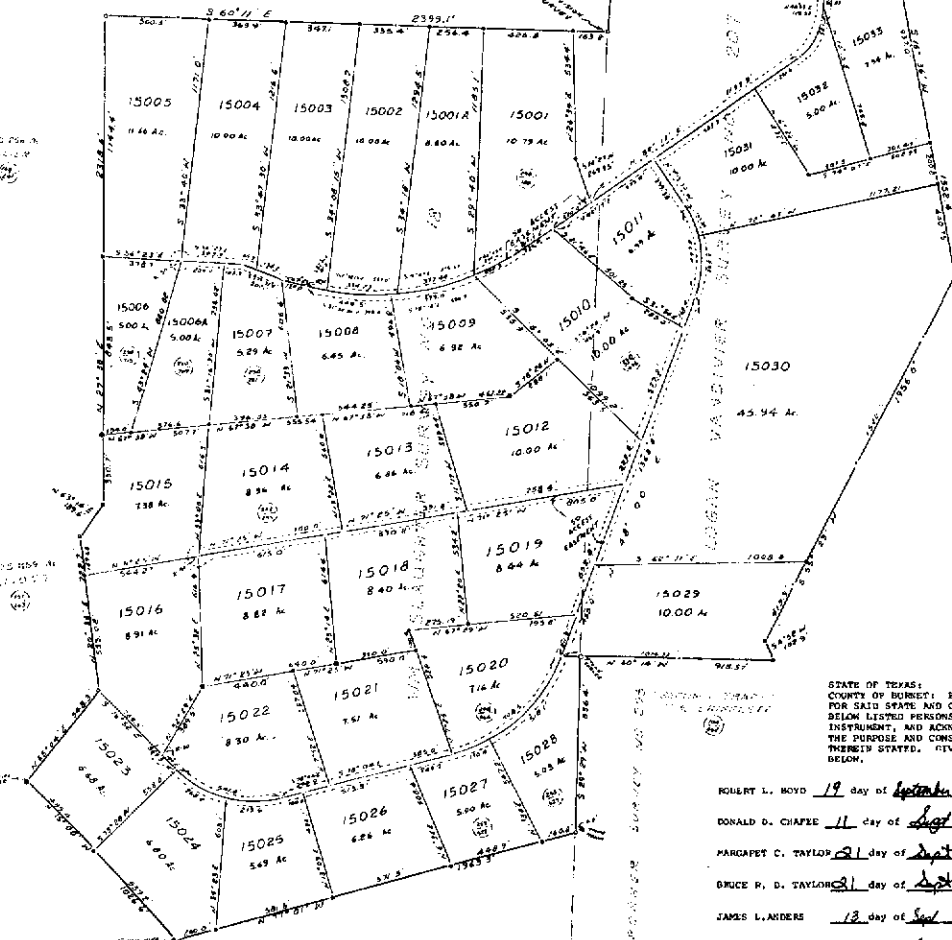


STATE OF TEXAS  
 COUNTY OF BURKET, I, WALLACE DALE BERGMAN, REGISTERED PROFESSIONAL ENGINEER OF BURKET COUNTY, TEXAS, DO HEREBY CERTIFY THAT A COMPLETE SURVEY WAS MADE ON THE GROUND OF "HIGHLAND HILLS SUBDIVISION", A SUBDIVISION OF 435.10 ACRES OF LAND COMPRISED OF 212.50 ACRES OUT OF THE LOGAN VANDIVER SURVEY NO. 207, AND 222.60 ACRES OUT OF THE WILLIAM SLAUGHTER LEASE SURVEY NO. 18 IN BURKET COUNTY, TEXAS, AND THAT THE MAP AND PLAT HEREON CONTAINS AND IS A TRUE AND CORRECT DELINEATION AND REPRESENTATION OF SUCH SURVEY AS SAID SUBDIVISION AND ITS COMPONENT TRACTS WERE LOCATED ON THE GROUND.  
 WITNESS MY HAND AND SEAL THIS 27 day of August, 1978.

Wallace Dale Bergman  
 WALLACE DALE BERGMAN  
 REG. PROF. ENGINEER  
 REG. NO. 1468



- NOTE:
- (1) AN EASEMENT FIVE (5) FEET IN WIDTH ON EACH SIDE OF EACH SIDE LOT LINE AND TEN (10) FEET IN WIDTH ON EACH REAR LOT LINE IS HEREBY RESERVED FOR THE CONSTRUCTION OF WATER AND/OR OTHER UTILITIES.
  - (2) EACH DWELLING CONSTRUCTED OR PLACED ON THIS SUBDIVISION SHALL BE CONNECTED TO A SEWER AND WASTEWATER DISPOSAL FACILITY MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE STATE HEALTH DEPT.
  - (3) PERTAINING TO GARAGE AND WASTE DISPOSAL IN THIS SUBDIVISION, EACH PROPERTY OWNER SHALL STRICTLY ADHERE TO THE REQUIREMENTS AS SET OUT BY THE STATE HEALTH DEPT. SPECIAL SERVICES SET UP BY OTHERS FOR THIS PURPOSE.
  - (4) IN APPROVAL OF THIS PLAT BY THE COUNTY COMMISSIONERS' COURT OF BURKET COUNTY, TEXAS, IT IS UNDERSTOOD THAT BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR THOROUGHFARES OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNERS OR DEVELOPERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF BURKET COUNTY, TEXAS, AND SAID COURT ASSUMES NO OBLIGATION TO BUILD THE ROADS, BRIDGES, STREETS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTION OF ANY BRIDGE OR CULVERT CONNECTED THEREWITH.

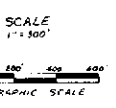


STATE OF TEXAS:  
 COUNTY OF BURKET: KNOW ALL MEN BY THESE PRESENTS THAT WE, ROBERT L. BOYD, DONALD D. CHAFFE, MARGARET C. TAYLOR, BRUCE R. D. TAYLOR, JAMES L. ANDERS, JAMES B. HENDERSON, F. C. PALLEY AND THE VETERANS' LAND BOARD OF TEXAS, BEING THE OWNERS OF THE LANDS SHOWN HEREON AS "HIGHLAND HILLS SUBDIVISION", DO HEREBY IN ALL THINGS ACCEPT AND ADOPT THE MAP AND PLAT HEREON AS THE OFFICIAL MAP AND PLAT OF SAID SUBDIVISION OF 435.10 ACRES OF LAND COMPRISED OF 212.50 ACRES OUT OF THE LOGAN VANDIVER SURVEY NO. 207 AND 222.60 ACRES OUT OF THE WILLIAM SLAUGHTER SURVEY NO. 18; TO BE KNOWN AS "HIGHLAND HILLS SUBDIVISION" IN BURKET COUNTY, TEXAS, AND DO HEREBY DEDICATE THE LATTERSIT SHOWN HEREON TO THE USE OF THE PUBLIC FOREVER.

- WITNESS MY HAND THIS THE:
- 19 DAY OF Sept 1978, Robert L. Boyd
  - 11 DAY OF Sept 1978, Donald D. Chaffe
  - 21 DAY OF Sept 1978, Margaret C. Taylor
  - 21 DAY OF Sept 1978, Bruce R. D. Taylor
  - 11 DAY OF Sept 1978, James L. Anders
  - 12 DAY OF Sept 1978, James B. Henderson
  - 24 DAY OF Sept 1978, F. C. Palley
- FOR VETERANS LAND BOARD OF TEXAS:
- 12th DAY OF SEPT 1978, H.E. Schmeiss Jr.
  - 16th DAY OF SEPT 1978, Thomas C. Henry
  - 18th DAY OF SEPT 1978, Amos C. Weaver
  - 21st DAY OF SEPT 1978, David D. Lambert

STATE OF TEXAS:  
 COUNTY OF BURKET: BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS DAY PERSONALLY APPEARED THE BELOW LISTED PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT EACH EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL AND DATED AS SHOWN BELOW.

- ROBERT L. BOYD 19 day of September 1978, Notary Public, Burket County, Texas
- DONALD D. CHAFFE 11 day of Sept 1978, Notary Public, Burket County, Texas
- MARGARET C. TAYLOR 21 day of Sept 1978, Notary Public, Burket County, Texas
- BRUCE R. D. TAYLOR 21 day of Sept 1978, Notary Public, Burket County, Texas
- JAMES L. ANDERS 13 day of Sept 1978, Notary Public, Burket County, Texas
- JAMES B. HENDERSON 13 day of Sept 1978, Notary Public, Burket County, Texas
- F. C. PALLEY 21 day of Sept 1978, Notary Public, Burket County, Texas
- H.E. SCHMEISS JR 12 day of Sept 1978, Notary Public, Burket County, Texas
- THOMAS C. HENRY 15 day of Sept 1978, Notary Public, Burket County, Texas
- AMOS C. WEAVER 18 day of Sept 1978, Notary Public, Burket County, Texas
- DAVID D. LAMBERT 21 day of Sept 1978, Notary Public, Burket County, Texas



NO.	L	R	C	BEARING
1	427.03	283.46	236.44	S 87° 15' 26" W
2	287.7	288.14	282.23	S 61° 36' 26" W
3	399.8	212.8	242.1	S 71° 13' 12" W
4	442.2	444.1	440.1	S 20° 23' 24" W
5	288.3	282.2	428.6	S 74° 51' 24" W
6	342.8	307.2	314.6	N 40° 28' 24" W

- LEGEND
- 1/2" IRON PIN
  - CONC. MON.
  - CONC. WPT. MON.
  - WHITE CONCRETE POST
  - OFFICE RECORDS BURKET CO.

HIGHLAND HILLS SUBDIVISION

435.10 ACRES  
 COMPRISED OF 212.50 ACRES OUT OF THE LOGAN VANDIVER SURVEY NO. 207 AND 222.60 ACRES OUT OF THE WILLIAM SLAUGHTER SURVEY NO. 18 IN BURKET COUNTY, TEXAS

FILED FOR RECORD ON THE 25 DAY OF September, 1978, AT 11:00 O'CLOCK, RECORDED IN BOOK 32, PAGE 22, OFFICE OF BURKET COUNTY, TEXAS, ON THIS THE 25 DAY OF September, 1978, AT 10:00 O'CLOCK, M.

Walter C. Bester  
 COUNTY CLERK  
 BURKET COUNTY, TEXAS.

(SUBSTITUTION)

THE STATE OF TEXAS

1970

KNOW ALL MEN BY THESE PRESENTS:

County of BURNET }

That the undersigned ROBERT L. BOYD

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOINSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of BURNET, State of Texas, and more particularly described as follows:

A tract of land located approximately 3 1/2 miles NORTH from the town of MARBLE FALLS (Show direction above) and recorded in Volume

FOUR (4) Page 39 of the BURNET County Plat Records and to be known as the HIGHLAND HILLS Subdivision;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In the event any of the separate tracts within the above described subdivided area are in the process of being sold or have been sold prior to the granting of this easement, the Grantor does hereby agree to and will assume any and all liability and will protect Pedernales Electric Cooperative, Inc. from any damage claims resulting from the location of electric facilities installed by Pedernales Electric Cooperative, Inc., including the removal of plants and trees during the construction of electric facilities.

The undersigned covenants that he is authorized to execute this easement for the HIGHLAND HILLS subdivision.

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It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 3<sup>rd</sup> day of

✓ April, 1979.

Robert L. Boyd L.S.  
ROBERT L. BOYD L.S.

THE STATE OF TEXAS

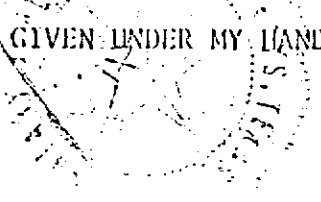
County of Hays }

✓ BEFORE ME, Robert L. Boyd Patsy Gipsen a Notary Public in and for  
County, Texas, on this day personally appeared

Robert L. Boyd

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3<sup>rd</sup> day of April A.D. 1979.



Patsy Gipsen

Notary Public Hays County Texas.

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FILED FOR RECORD 20 DAY OF APRIL, A.D., 1979, AT 11:21 O'CLOCK A. M.  
RECORDED THIS THE 23RD DAY OF APRIL, A.D., 1979, AT 1:01 O'CLOCK P. M.  
WAYNE A. BARTON, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Paula Harris DEPUTY.

274/821

DEED

3531

THE STATE OF TEXAS  
COUNTY OF BURNET

X  
X  
X

KNOW ALL MEN BY THESE PRESENTS:

That I, ROBERT L. BOYD, not joined herein by my wife for the reason that the herein conveyed property constitutes no part of my homestead, business or residential, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration to me in hand paid by PHILLIP E. WOMACK and wife, LOIS A. WOMACK, the receipt of which is hereby acknowledged, and the further consideration of the execution and promise to pay by the said Grantees of their one certain promissory note of even date herewith in the original principal sum of \$21,527.58, bearing interest and being payable to the order of Grantor as in said note provided, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Thomas T. Smith, Trustee;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto PHILLIP E. WOMACK and wife, LOIS A. WOMACK, all of the following described real property in Burnet County, Texas, to-wit:

Being all of Tract No(s). 15023 and 15024 in Highland Hills Subdivision, a subdivision in Burnet County, Texas, according to the map or plat recorded in Volume 4, Page 39, Plat Records of Burnet County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This conveyance is subject, however, to the following conditions, to-wit:

1. Easements of record and mineral reservations reserved to predecessors in title;
2. Grantor reserves all of the outstanding oil gas and other minerals;
3. Grantor reserves a ten-foot (10') easement along and inside each property line for the purpose of installing, constructing, maintaining and repairing utility lines, including but not limited to telephone, water, gas, sanitary sewer and electric lines; and
4. All of the covenants, conditions, assessments and restrictions as set forth in Exhibit "A" attached hereto and made a part hereof, to be binding upon Grantees, their heirs, assigns and legal representatives.

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But it is expressly agreed that the VENDOR'S LIEN, as well as the superior title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid, according to the face, tenor, effect and reading thereof, when this deed shall become absolute.

EXECUTED, this the 2nd day of June, 1980.

Robert L. Boyd  
Robert L. Boyd

THE STATE OF TEXAS X  
COUNTY OF BURNET X

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT L. BOYD, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of JULY, 1980.

Carolyn Boyd  
Notary Public in and for Burnet County,  
Texas  
CAROLYN BOYD  
(Printed or typed name of notary public)  
My commission expires: 9-14-81

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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.

EXHIBIT "A"

8. An assessment of \$50.00 per tract per year shall run against each tract for the maintenance of the access roads. Such assessment shall be and is hereby secured by a lien on each tract and shall be payable to Grantor or his assigns on the first day of January of each year commencing January 1, 1978. Such access roads shall be maintained by Grantor until such time as 85% of the property has been sold. Grantor will appoint at such time as 85% of the property has been sold, a Property Owners Committee consisting of three members for purpose of enforcing the restrictions and maintaining the roadways. In the event of the death or resignation of any member of said committee the remaining member or members shall have authority to act until the member or members have been placed in the event of death or resignation of any member, the remaining member or members shall designate a successor(s).

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

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

11. 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 (20) years from the date these covenants are recorded; provided, however, that any time the then record owners of a majority of the tracts shall have the power, through a written instrument, duly recorded in the office of the County Clerk of Burnet County, Texas, to modify or amend any one or more of the covenants or restrictions contained herein, but no such modification or amendment shall affect any existing building. After the expiration of said period of twenty (20) years said covenants, as then existing, shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of a majority of the tracts has been recorded, agreeing to change said covenants in whole or in part.

VOL 274 PAGE 82A

FILED FOR RECORD 24 DAY OF JULY, A.D., 1980, AT 11:23 O'CLOCK 2 M.  
RECORDED THIS THE 25TH DAY OF JULY, A.D., 1980, AT 1:38 P O'CLOCK P M.  
MILLIE WILLIAMS, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: *Virginia Carroll* DEPUTY.

357/860 #56

AMENDED RESTRICTIVE COVENANT AGREEMENT  
FOR HIGHLAND HILLS SUBDIVISION

STATE OF TEXAS

1973

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 as 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 nor 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

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therein, be 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 of 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 (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.

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 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 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.

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 inspection sticker and a valid Texas registration or a valid federal number if applicable unless housed in an enclosed building.

10. No commercial activity to which the general public is invited or which causes the influx or outgo of traffic in the subdivision shall be conducted on any tract. 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 if said commercial operation creates an influx or outgo of traffic or constitutes a nuisance.

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; shot-guns 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 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. 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. Invalidation 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.

DATED: March 12, 1986

Page Five

HIGHLAND HILLS PROPERTY OWNERS ASSOCIATION

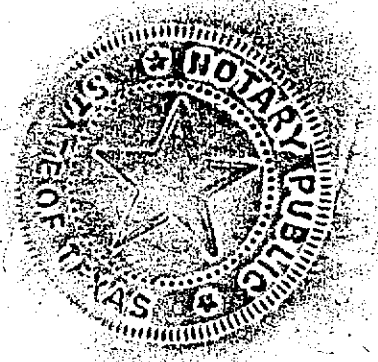
  
By: EDDIE G. SHELL, President

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF BURNET

The foregoing instrument was acknowledged before me on the 12th day of March, 1986, by EDDIE SHELL, President of Highland Hills Property Owners Association, a nonprofit Corporation, on behalf of said Corporation.



Allison Chism

NOTARY PUBLIC in and for  
The State of Texas  
My Commission expires: 7/17/89

Allison Chism

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AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF BURNET

"My name is JAMES B. HENDERSON, JR. I have read the attached "Amended Restrictive Covenant Agreement for Highland Hills Subdivision" in full. I am the owner of tract(s) 15010, 15011, 15012 located within this subdivision. By signing my name below, I am voting that these Amended Restrictions be passed and become effective as soon as legally possible."

James B. Henderson, Jr.

SUBSCRIBED AND SWORN to before me this the 12<sup>th</sup> day of March, 1986, to certify which witness my hand and seal of office.

Laura L. Dishman

NOTARY PUBLIC in and for  
The State of Texas  
LAURA L. DISHMAN



My Commission expires:  
3-01-89

AFFIDAVIT

THE STATE OF TEXAS

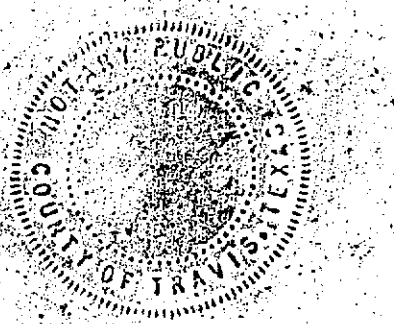
COUNTY OF

"My name is George Atkinson. I have read the attached "Amended Restrictive Covenant Agreement for Highland Hills Subdivision" in full. I am the owner of tract(§) #15021 located within this subdivision. By signing my name below, I am voting that these Amended Restrictions be passed and become effective as soon as legally possible."

George Atkinson

SUBSCRIBED AND SWORN TO before me this 22nd day of May, 1985, to certify which witness my hand and seal of office.

Agnes D. Willinson  
Notary Public in and for  
The State of Texas  
Agnes D. Willinson  
My Commission expires: 1/25/88



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AFFIDAVIT

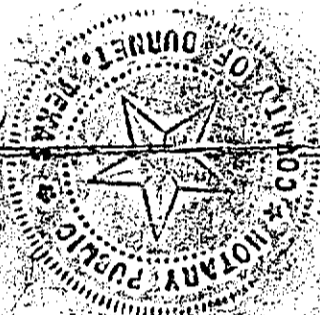
THE STATE OF TEXAS

COUNTY OF

"My name is Ernan Anders. I have read the attached "Amended Restrictive Covenant Agreement for Highland Hills Subdivision" in full. I am the owner of tract(s) Seven located within this subdivision. By signing my name below, I am voting that these Amended Restrictions be passed and become effective as soon as legally possible."

VOL 357 PAGE 863

Ernan Anders



SUBSCRIBED AND SWORN TO before me this 28 day of May, 1985, to certify which witness my hand and seal of office.

Anita Bailey

Notary Public in and for  
The State of Texas

Anita Bailey

My Commission expires: 6-12-88



AFFIDAVIT

THE STATE OF TEXAS

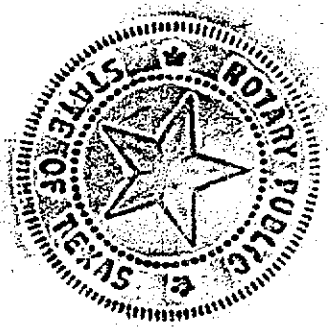
COUNTY OF

"My name is DALE CORAN SHELL I have read the attached "Amended Restrictive Covenant Agreement for Highland Hills Subdivision" in full. I am the owner of tract(s) 15005 located within this subdivision. By signing my name below, I am voting that these Amended Restrictions be passed and become effective as soon as legally possible."

VOL 357 PAGE 869

Dale Coran Shell

SUBSCRIBED AND SWORN TO before me this 11<sup>th</sup> day of May, 1985, to certify which witness my hand and seal of office.



Karen Bird  
Notary Public in and for  
The State of Texas

My Commission expires: 7-12-86

KAREN BIRD

AFFIDAVIT

THE STATE OF TEXAS


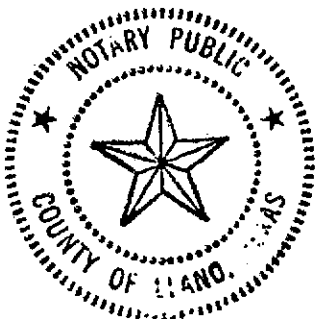
COUNTY OF

"My name is Alan R. Houdek. I have read the attached "Amended Restrictive Covenant Agreement for Highland Hills Subdivision" in full. I am the owner of tract(s) 15019 and 15029 located within this subdivision. By signing my name below, I am voting that these Amended Restrictions be passed and become effective as soon as legally possible."

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SUBSCRIBED AND SWORN TO before me this 21st day of May, 1985, to certify which witness my hand and seal of office.



Notary Public in and for  
The State of Texas  
Patsy Frazier  
My Commission expires: 9-30-88

AFFIDAVIT

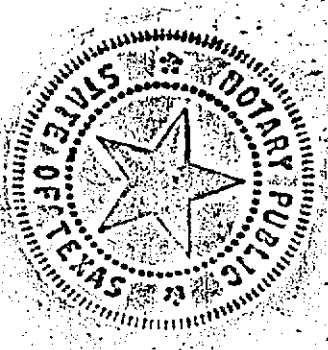
THE STATE OF TEXAS

COUNTY OF

"My name is Carol A. Whitacre I have read the attached "Amended Restrictive Covenant Agreement for Highland Hills Subdivision" in full. I am the owner of tract(s)       /       located within this subdivision. By signing my name below, I am voting that these Amended Restrictions be passed and become effective as soon as legally possible."

Carol A. Whitacre

SUBSCRIBED AND SWORN TO before me this 7 day of June, 1985, to certify which witness my hand and seal of office.



Janice Lemy  
Notary Public in and for  
The State of Texas  
Janice Lemy  
My Commission expires: 8-9-87

VOL 357  
PAGE 871

AFFIDAVIT

THE STATE OF TEXAS

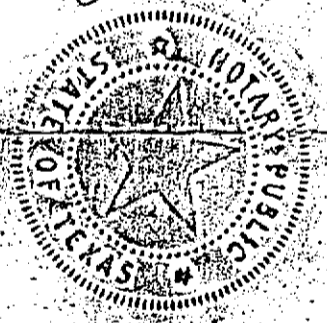
COUNTY OF

"My name is Thomas F. Monroe. I have read the attached "Amended Restrictive Covenant Agreement for Highland Hills Subdivision" in full. I am the owner of tract(s) 15002, 15003, 15004, 15006 15006A, 15007 & 15008 located within this subdivision. By signing my name below, I am voting that these Amended Restrictions be passed and become effective as soon as legally possible."

VOL 357 PAGE 872

Thomas F. Monroe

SUBSCRIBED AND SWORN TO before me this 3 day of June, 1985, to certify which witness my hand and seal of office.



Betty Cochran  
Notary Public in and for  
The State of Texas  
Betty Cochran  
My Commission expires: 12-21-85

AFFIDAVIT

THE STATE OF TEXAS

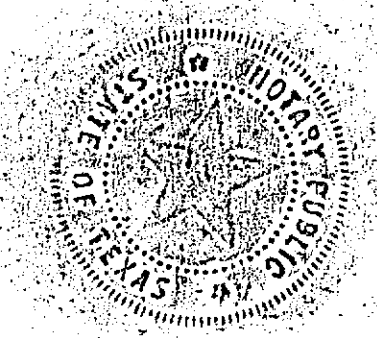
COUNTY OF

"My name is Walter O. Williams. I have read the attached "Amended Restrictive Covenant Agreement for Highland Hills Subdivision" in full. I am the owner of tract(s) 15036 & 15037 located within this subdivision. By signing my name below, I am voting that these Amended Restrictions be passed and become effective as soon as legally possible."

VOL 357 PAGE 873

Walter O. Williams

SUBSCRIBED AND SWORN TO before me this 4 day of June, 1985, to certify which witness my hand and seal of office.



Betty Cochran  
Notary Public in and for  
The State of Texas  
Betty Cochran  
My Commission expires: 12-21-85  
BETTY COCHRAN  
Notary Public, State of Texas  
My Commission Expires 12-21-85

AFFIDAVIT

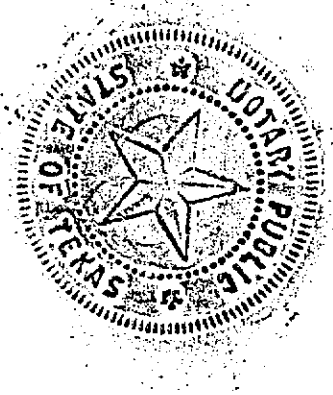
THE STATE OF TEXAS

COUNTY OF

"My name is Robert H. Stover. I have read the attached "Amended Restrictive Covenant Agreement for Highland Hills Subdivision" in full. I am the owner of tract(s) 15034 located within this subdivision. By signing my name below, I am voting that these Amended Restrictions be passed and become effective as soon as legally possible."

Robert H. Stover

SUBSCRIBED AND SWORN TO before me this 4<sup>th</sup> day of June, 1985, to certify which witness my hand and seal of office.



Lee Ann Clark  
Notary Public in and for  
The State of Texas  
Lee Ann Clark  
My Commission expires: 4/08/89

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AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF

"My name is *Southern Properties*  
*Bruce Taylor*. I have read the attached "Amended Restrictive Covenant Agreement for Highland Hills Subdivision" in full. I am the owner of tract(s) 15029-30-31 located within this subdivision. By signing my name below, I am voting that these Amended Restrictions be passed and become effective as soon as legally possible."

VOL 357 PAGE 875

*Bruce Taylor*

SUBSCRIBED AND SWORN TO before me this 25<sup>th</sup> day of May, 1985, to certify which witness my hand and seal of office.

*Tara Jane Scrimger*  
Notary Public in and for  
The State of Texas  
Tara Jane Scrimger  
My Commission expires: \_\_\_\_\_

TARA JANE SCRINGER  
NOTARY PUBLIC, LAPEER CO., HIGH  
MY COMMISSION EXPIRES 10-19-85



FILED FOR RECORD 12 DAY OF MARCH, A.D., 1986, AT 4:50 O'CLOCK P. M.  
RECORDED THIS THE 14TH DAY OF MARCH, A.D., 1986, AT 9:47 O'CLOCK A. M.  
MILLIE WILLIAMS, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: *J. Bostic* DEPUTY.

ASSIGNMENT

Names of Parties

THIS AGREEMENT is made between Robert L. Boyd, an individual, called Assignor in this agreement, and Highland Hill Property Owners Association, Inc. a Texas Nonprofit Corporation, called the Assignee in this agreement.

Recitals

WHEREAS Robert L. Boyd is the original subdivider of the subdivision called Highland Hills in Burnet County, Texas;

WHEREAS the Assignor now desires to assign all responsibilities for maintenance of and collection of assessment fees connected with Highland Hills to the Assignee, and the Assignee desires to accept the assignment:

Assignment

In consideration of the sum of \$10.00, receipt of which is acknowledged by this agreement, and the agreement of the Assignee set forth below, the Assignor assigns to the Assignee all rights and interests for the collection of any and all assessments collected pursuant to the Restrictive Covenants of the Highland Hill Subdivision, whether original or amended and the responsibility for the maintenance of the roads therein as well as all responsibility and rights in connection with the said Restrictive Covenants on file at the Burnet County Courthouse, now or in the future; the Assignee accepts the assignment.

Binding on Successors

VOL 363 PAGE 481 X



This agreement shall be binding on and inure to the benefit of the parties to this agreement, their heirs, executors, administrators, successors in interest, and assigns.

Dated: 5-5-86

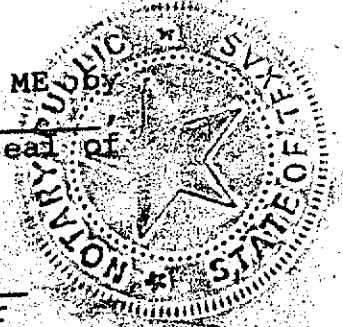
ASSIGNOR

Robert L Boyd  
ROBERT L. BOYD  
P.O. Box 1408  
San Marcos, Texas 78667

ASSIGNEE

Eddie G. Shell  
EDDIE G. SHELL, President  
Highland Hills Property  
Owners Association, Inc.  
P.O. Box 719  
Burnet, Texas 78611

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME by Robert L. Boyd this the 5th day of May 1986, to certify which witness my hand and official seal of office.



Diana Mootz  
Notary Public in and for  
The State of Texas  
My Commission expires: August 27, 1987  
Name Printed: Diana Mootz

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME by Eddie G. Shell, this the 5th day of May, 1986, to certify which witness my hand and official seal of office.



Allison Chism  
Notary Public in and for  
The State of Texas  
My Commission expires: 7/17/89  
Name Printed: Allison Chism

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FILED FOR RECORD 9th DAY OF MAY, A.D., 1986, AT 3:45 O'CLOCK P. M.  
RECORDED THIS THE 12TH DAY OF MAY, A.D., 1986, AT 12:14 O'CLOCK P. M.  
MILLIE WILLIAMS, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Martha Williams DEPUTY.

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 Covenantess, 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

Vol. 589 p. 186

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

WML 589 page 188

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

Vol 589  
Page 190

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, 1980.

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. Invalidation 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,

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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

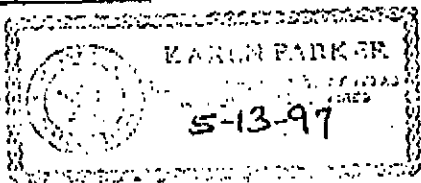
By: David E. Knoll  
David Knoll, President

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

VAL 589 INC 192



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 193 of the Real Property RECORDS  
of Burnet County, Texas.



*Janet Parker*  
JANET PARKER COUNTY CLERK  
BURNET COUNTY, TEXAS  
BY: *Michelle [unclear]* 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

259

FILED

1994 JAN 11 PM 4:20

JANET PARKER  
COUNTY CLERK  
BURNET COUNTY, TEXAS

*21.00 Pd*

*Shelley Lavin  
104 W. Washington  
Burnet, TX 76801*

Vol. 589 page 193

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.

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767/599

8762

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF BURNET

BEFORE ME, the undersigned authority personally appeared  
BRAD COOPER and stated as follows:

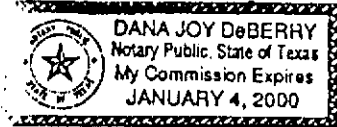
"My name is BRAD COOPER. I am the President of HIGHLAND HILLS PROPERTY OWNERS ASSOCIATION. Attached to this Affidavit are the various owners documents dedicating all of the portion of their tracts of land that abuts any private road, dedicating these private tracts to the public for public purposes. These documents are attached hereto and incorporated herein.

SIGNED on OCTOBER 24, 1997.

Brad C. Cooper

SIGNED before me on this the 24 day of OCTOBER, 1997.

Dana Joy DeBerry  
Notary Public, State of Texas



OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS  
0767 0599

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS

COUNTY OF BURNET

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
and \_\_\_\_\_, the owner(s) of all or part of a  
tract of land described as follows, to wit:

15031

Highland Hills

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this 27 day of September, 1992.

Claudia J. Dwyer  
Grantor

Robert E. Quaker  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY TEXAS

0767 0600

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS

COUNTY OF BURNET

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned David Sadler and Dusty Sadler (the owners) of all or part of a tract of land described as follows, to wit:

Highland Hills, Burnet Co. Texas  
15023 & 15024

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion of said tract that abuts any private road to the public for public purposes.

SIGNED this 27<sup>th</sup> day of February, 1996.

[Signature]  
Grantor

[Signature]  
Joint Grantor (If applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY TEXAS

0767 0601

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS           :  
                                  :  
COUNTY OF BURNET        :

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned \_\_\_\_\_ and \_\_\_\_\_, the owner(s) of all or part of a tract of land described as follows, to wit:

15001A, 15002-15005

Highland Hills

hereby freely and voluntarily grant(s) and dedicat(e)s all of the portion of said tract that abuts any private road to the public for public purposes.

SIGNED this 27<sup>th</sup> day of February, 1996.

Dick Shell  
Grantor

Eddie Shell  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY TEXAS

0767 0602

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS       •  
                                  •  
COUNTY OF BURNET   •

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS.

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
\_\_\_\_\_ and \_\_\_\_\_, the owner(s) of all or part of a  
tract of land described as follows, to wit:

15032, 15033  
Highland Hills

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this 27<sup>th</sup> day of February, 1996.

John P. Salem Jr.  
Grantor

Fred Salem  
Joint Grantor (if applicable)

OFFICIAL  
BURNET COUNTY TEXAS  
0757 0603

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS           •  
                                  •  
COUNTY OF BURNET       •

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
\_\_\_\_\_ and \_\_\_\_\_, the owner(s) of all or part of a  
tract of land described as follows, to wit:

15034  
Hugland Hills

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this 4 day of APRIL, 1996.

Thomas F. Gray  
Grantor

Patsy J. Gray  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY TEXAS  
0767 0600



DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS       :  
                                  :  
COUNTY OF BURNET    :

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
Bruce D. Cooper and Annette Cooper the owner(s) of all or part of a  
tract of land described as follows, to wit:

Highland Hills Subdiv TRACT-15036  
Burnet County

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this 25 day of Feb 1991, 1991.

Bruce D. Cooper  
Grantor

Annette Cooper P.O.A.  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORDS  
BURNET COUNTY TEXAS

0767 0605

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS           •  
                                  •  
COUNTY OF BURNET       •

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
WILLIAM K. SOLLER and BARBARA SOLLER the owner(s) of all or part of a  
tract of land described as follows, to wit:

15016, 15017, 15018, 15022, 15025  
HIGHLAND HILLS, BURNET CO., TEXAS

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this 27<sup>TH</sup> day of FEBRUARY, 199 6.

William K. Soller  
Grantor

Barbara Soller  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORDS  
BURNET COUNTY TEXAS

0767 0606

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS           :  
                                  :  
COUNTY OF BURNET       :

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned George C. Wersal and Janice H. Wersal, the owner(s) of all or part of a tract of land described as follows, to wit:

Highland Hills subdivision Burnet County  
Tract # 15026 - 15028

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion of said tract that abuts any private road to the public for public purposes.

SIGNED this 5<sup>th</sup> day of MARCH, 1996.



George Charles Wersal  
Grantor

Janice H. Wersal  
Joint Grantor (If applicable)

Notary: Willie A. Mitchell, Jr.  
Burnet County Texas

OFFICIAL PUBLIC RECORD  
BURNET COUNTY TEXAS

0757 0607

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS           •  
                                  •  
COUNTY OF BURNET       •

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
\_\_\_\_\_ and \_\_\_\_\_, the owner(s) of all or part of a  
tract of land described as follows, to wit:

Highland Hills subdivision Burnet County  
Tract # 15036 E

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this 8 day of March, 1996.

Russell Cain  
Grantor

Shil Cowan  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY TEXAS

0767 0608

**DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES**

STATE OF TEXAS           •

COUNTY OF BURNET       •

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
J.A. Riley and Carolyn Riley owner(s) of all or part of a  
tract of land described as follows, to wit:

Highland Hills Burnet Co. 24  
Tract # 15030

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this 26 day of February, 1999

J.A. Riley  
Grantor

Carolyn Riley  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS

0757 0609

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS           :  
                                  :  
COUNTY OF BURNET       :


TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:


Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned MICHAEL and JOAN DYER, the owner(s) of all or part of a tract of land described as follows, to wit:

HIGHLAND HILLS BURNET COUNTY  
SUBDIVISION  
15013, 15014, 15015

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion of said tract that abuts any private road to the public for public purposes.

SIGNED this 26 day of FEBRUARY, 1996.

  
\_\_\_\_\_  
Grantor

  
\_\_\_\_\_  
MICHAEL DYER  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY TEXAS

0767 0610

**DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES**

STATE OF TEXAS           •

COUNTY OF BURNET       •

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
Nelson O. Williams and \_\_\_\_\_, the owner(s) of all or part of a  
tract of land described as follows, to wit:

Tract Nos. 15036D + 15037

Highland Hills Subdivision, Burnet Co., TX

hereby freely and voluntarily grant(s) and dedicat(e)s all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this 26 day of February, 199 6.

Nelson O. Williams  
Grantor

\_\_\_\_\_  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS

0767 0611

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS :  
: COUNTY OF BURNET :

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned James J. and Judith Henderson, the owner(s) of all or part of a tract of land described as follows, to wit:

Tracts 15010 & 15011

Highland Hills Subdivision, Burnet County, Texas.

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion of said tract that abuts any private road to the public for public purposes.

SIGNED this 26<sup>th</sup> day of February, 1996.

James Henderson  
Grantor

Judith Henderson  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS

0767 0612



DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS           :  
                                  :  
COUNTY OF BURNET       :

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
*Conrad A. W. Price* and \_\_\_\_\_, the owner(s) of all or part of a  
tract of land described as follows, to wit:

*Highland Hills Sub Div Burnet Co TX*  
*Tract 15036C 15036E*

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this *26* day of *July*, 199*6*.

*Conrad A. W. Price*  
Grantor

\_\_\_\_\_  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS

0767 0613

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS

COUNTY OF BURNET

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
Kyle A. Hahn and Lillian A. Hahn the owner(s) of all or part of a  
tract of land described as follows:

Highland Hills, Burnet County, Texas

Tract # 15029

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this 26<sup>th</sup> day of February, 1996

Kyle A. Hahn  
Grantor

Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS

0767 0614

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS .  
COUNTY OF BURNET .

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned Arden and Bob Murchison the owner(s) of all or part of a tract of land described as follows, to wit:

150367  
Highland Blvd Subdivision Burnet Co

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion of said tract that abuts any private road to the public for public purposes.

SIGNED this 26<sup>th</sup> day of February, 1996.

Bob Murchison  
Grantor

Arden Murchison  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORD  
BURNET COUNTY TEXAS

0767 0615

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS       :  
                                  :  
COUNTY OF BURNET    :

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned  
\_\_\_\_\_ and \_\_\_\_\_, the owner(s) of all or part of a  
tract of land described as follows, to wit:

Highland Hills Subdivision Burnet County  
Tract 15666-15008

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion  
of said tract that abuts any private road to the public for public  
purposes.

SIGNED this 3<sup>rd</sup> day of February, 1996.

G. [Signature]  
Grantor

[Signature]  
Joint Grantor (if applicable)

OFFICIAL RECORD  
BURNET COUNTY TEXAS

0767 0616

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS .  
COUNTY OF BURNET .

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned DAVID and MARY RICHARDS the owner(s) of all or part of a tract of land described as follows, to wit:

15009 15012  
Highland Hills Subd.

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion of said tract that abuts any private road to the public for public purposes.

SIGNED this 1<sup>st</sup> day of May, 1996.



Grantor

Mary J. Richards  
Joint Grantor (If applicable)

OFFICIAL RECORD  
BURNET COUNTY TEXAS

0757 0617

DEDICATION OF PORTION OF ROAD FOR PUBLIC PURPOSES

STATE OF TEXAS

COUNTY OF BURNET

TO THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

Pursuant to V.T.C.A. art. 6812h, Section 1, the undersigned DALE SHELL and EDDIE SHELL the owner(s) of all or part of a tract of land described as follows, to wit:

Lots 15004, 15005, 15002, 15003, 15001 A  
Highland Hills Subd

hereby freely and voluntarily grant(s) and dedicate(s) all of the portion of said tract that abuts any private road to the public for public purposes.

SIGNED this 8 day of March, 1996

[Signature]  
Grantor

[Signature]  
Joint Grantor (if applicable)

OFFICIAL PUBLIC RECORDS  
BURNET COUNTY, TEXAS

0767 0618

STATE OF TEXAS  
COUNTY OF BURNET

I hereby certify that this instrument was FILED on the date and at the place  
stated herein by me and was duly RECORDED in Volume 767  
Page 294 of the Official Public RECORDS  
of Burnet County, Texas



*Janet Parker*  
JANET PARKER, COUNTY CLERK  
BURNET COUNTY, TEXAS  
BY: *Michael [Signature]* Deputy

AND 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 the number  
Sequence on the date and at the place stated herein by me and was  
duly RECORDED in the Official Public  
Records of Burnet County, Texas  
on 10-28-97



*Janet Parker*  
COUNTY CLERK  
BURNET COUNTY, TEXAS

8762

FILED

97 OCT 28 10:29

TEXAS  
RECORDS

OFFICE OF THE COUNTY CLERK  
BURNET COUNTY, TEXAS

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