

RESTRICTIONS

All lots shall be used for residential purposes with not exceeding one residence on any lot except as expressly provided in these restrictions.

No trade or profession of any character shall be carried on within or on any lot except Lots 1 & 2 Block "A", which will be used subject to the consent of the Board of Adjustment as a sales office to be maintained by the sub-divider, or for such other use as may be approved by the City of Austin Planning Commission.

No apartment house, house trailers, tent, shack, garage apartment or other out building shall be placed, erected, or be permitted to remain on any residential lot, nor shall any structure of temporary character be used at any time as a residence thereon. A one-story duplex of masonry construction to cover not less than 1600 sq. ft. of ground floor area calculated exclusive of garage and open porches will be permitted on lots 1, 2 & 3 Block "B".

No structure shall be erected or placed on any lot which has an area of less than 7,000 sq. ft. and a width of less than fifty (50) feet at the front building set back line as shown on the plat by broken lines. No improvements shall be erected, altered, placed or be permitted to remain on any lot other than one dwelling which shall not exceed one-story in height. Ornamental structures, fences and walls are permitted on these lots subject to the approval in writing of the sub-divider.

No dwelling shall be located or erected containing less than 1,200 sq. ft. of floor area exclusive of garage and open porches and shall contain a minimum of 10% net exterior wall surface composed of masonry material.

These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land, and shall be fully binding on all persons acquiring property in "HIGHLAND PARK COURT", whether by descent, demise, purchase or otherwise, and every person by the acceptance of title to any lot in this sub-division shall agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants which shall be binding until January 1, 1970. On or after January 1, 1970, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in "HIGHLAND PARK COURT", each lot to admit of one vote.

If any person or persons shall violate or attempt to violate any of said conditions, restrictions, uses and covenants it shall be lawful for any other person or persons owning any of said lots to prosecute

proceedings at law or in equity against the person or persons violating or attempting such violation to prevent him or them from so doing or to recover damages for such violations.

Invalidation of any one or any part of these conditions, restrictions, uses or covenants by judgment or court order shall in no wise effect any of the others, which shall remain in full force and effect.

[Note: Subdivision Plat was filed with Travis County Clerk's Office on August 20, 1954 after approval by City of Austin Planning Commission on August 12, 1954.]

County in Mini

Court of said

1	14°20'	4	1	93°06'	5	1	180°00'	6
R	220.44'	R	R	55.00'	R	R	45.00'	R
T	27.72'	T	T	58.06'	T	T	∞	T
A	55.15'	A	A	89.57'	A	A	141.37'	A
LC	55.00'	LC	LC	79.86'	LC	LC	90.00'	LC

1	33°38'	7	1	180°08'	8	1	58°16'	9
R	169.97'	R	R	45.00'	R	R	97.68'	R
T	51.97'	T	T		T	T	54.44'	T
A	99.77'	A	A	141.47'	A	A	99.34'	A
LC	98.35'	LC	LC	90.00'	LC	LC	95.11'	LC

APPROVED FOR ACCEPTANCE:

Date August 20, 1954

ACCEPTED AND AUTHORIZED FOR COMMISSION, CITY OF AUSTIN, TEXAS

RESTRICTIONS — All lots shall be used for residential purposes with not exceeding one residence on any lot except as expressly provided in these restrictions. — No trade or profession of any character shall be carried on within or on any lot except Lots 1 & 2 Block "A", which will be used subject to the consent of the Board of Adjustment as a sales office to be maintained by the sub-divider, or for such other use as may be approved by the City of Austin Planning Commission. — No apartment house, house trailers, tent, shack, garage apartment or other out building shall be placed, erected, or be permitted to remain on any residential lot, nor shall any structure of temporary character be used at any time as a residence therein. A one-story duplex of masonry construction to cover not less than 1600 sq. ft. of ground floor area calculated exclusive of garage and open porches will be permitted on lots 1, 2 & 3 Block "B". — No structure shall be erected or placed on any lot which has an area of less than 7000 sq. ft. and a width of less than 50 ft. at the front building set back line as shown on the plat by broken lines. No improvements shall be erected, placed, or be permitted to remain on any lot other than one dwelling, which shall not exceed one-story in height. Ornamental structures, fences, and walls are permitted subject to the approval in writing of the sub-divider. — No dwelling shall be located or erected containing less than 1200 sq. ft. of floor area exclusive of garage and open porches and shall contain a minimum of 10% net exterior wall surface composed of masonry material. — These provisions are hereby declared to be conditions, restrictions, uses, and covenants running with the land and shall be fully binding on all persons acquiring property in "HIGHLAND PARK COURT", whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot in this sub-division shall agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1970. On or after January 1, 1970 said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in "HIGHLAND PARK COURT", each lot to admit of one vote. — If any person or persons shall violate or attempt to violate any of said conditions, restrictions, uses, and covenants it shall be lawful for any person or persons owning any said lots to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from so doing or to recover damages for such violations. — Invalidation of any one or any part of these conditions, restrictions, uses, or covenants by judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.