

**ALL LOTS SHOWN HEREON SHALL BE SOLD SUBJECT OT THE FOLLOWING
CONDITIONS, RESTRICTIONS, COVENANTS AND USES**

All lots shall be used for residential purposes only, with not exceeding one residence on any lot; provided that with the consent of the City of Austin Zoning Board a sales office may be maintained by the sudividor. No trade or profession of any character shall be carried one within or on any lot.

~~No lot or part thereof shall ever be used by rented, leased, sold, demised, conveyed to or otherwise become the property of or come into the use or possession of any persons other than white persons of strict caucasian blood provided these provisions shall not prevent occupancy of servants quarters by domestic servants of a different race or nationality employed by an owner or tenant. (Omit by law, care, conscience)~~

No apartment house, duplex, house trailers, tent, shack, garage apartment or other outbuilding shall be placed, erected, or be permitted to remain on any lot or shall any structure of temporary character be used as a residence thereon. A separate garage building of one story not to exceed six hundred (600) square feet of ground area not to house more than two cars will be permitted, subject however to architectural control provisions herein and may be attached to the dwelling.

No structure shall be erected or placed on any lot which has an area of less than six thousand (6000) square feet 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 corner lot shall be re-subdivided so as to admit of an additional dwelling facing on a side street.

No improvements shall be erected, altered, placed or be permitted to remain on any lot other than one dwelling which shall not exceed two stories in height, and which shall not cover exceeding twenty (20) per cent of the lot or lots area acquired for the erection of said dwelling, but no portion of the lot or lots used in the calculation of area thus specified shall be sold, rented, leased, demised, conveyed to or other disposed of, but must be used with said dwelling. Ornamental structures, fences and walls are permitted on these lots subject to the approval in writing of a recognized landscape architect.

The dwelling shall be recognized standard construction to cover not less than eleven hundred (1100) square feet of ground area in the case of one story; and eight hundred (800) square feet in the case of two story, calculated exclusive of garage and open porches; however, one-half the area of covered porches may be considered as portion of such ground area.

No dwelling shall be located or erected on any lot nearer than is shown by the set back line shown on this plat which set back line shall govern the set back requirement from any street line, nor nearer than seven and one-half (7 ½) feet to any side lot line.

No dwelling or garage shall be located, placed, erected or constructed on any lot until the design and location thereof has been approved in writing by a licensed architect. It shall be the responsibility of the architect to determine the street line set back from the set back line shown on this plat.

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 whether by descent, demise, purchase or otherwise; and every person by the acceptance of title to any lot of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants which shall be binding until January 1, 1970.

On and after January 1, 1970, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by a vote of three-fourths (3/4) majority of the then owners of the lots in Highland Park, 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.

[Specific Easements are listed immediately following the above.]

[Note: Subdivision Plat was filed with Travis County Clerk's Office on January 12, 1946 after approval by City of Austin Planning Commission on January 10, 1946.]

