

2-02-0954

MAY 18 4 40 PM '79

Laris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

MADE

6574 618

STEWART TITLE CO.
P. O. BOX 1806
AUSTIN, TEXAS 78767

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped herein by me, on

MAY 18 1979



Laris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

6574 620

EXHIBIT A

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THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS :

MAY 18-79~~85~~ 5799 * 7.00

2-02-0952

That we, Majestic Hills, Incorporated, a corporation, acting herein by and through its President, Ray Belknap (hereinafter called Developers) owners of Majestic Hills Ranchettes of Austin, Travis County, Texas, as shown on plat thereof, recorded in Book 26, Page 32, of the Travis County Plat Records, do hereby impress all of the property included in Majestic Hills Ranchettes with the following restrictions, covenants, conditions and uses:

1. Designation of Use

All lots shall be used for single family residential purposes, with not more than one residence on any lot, with the exception of Lots 18, 19, 20, 21, 22, 23, 24. These lots may be developed for tennis courts, swimming pools, or multiple dwelling purposes. No resubdivision of existing lots shall be made which would create an additional lot or plot.

2. Retention of Easements

Easements are reserved as indicated on the recorded plat.

3. Temporary Structures and Garage Apartments

No apartment house, house trailer, tent, shack, garage apartment or other out-building shall be placed, erected, or permitted to remain on any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon.

4. Separate Garages, Guest Houses, Etc.

A separate garage building, servants' quarters of one story, or a one story guest house not to exceed 600 square feet of floor area will be permitted, provided that such structure or structures must be attached to the main residence by a common wall or by a covered passage-way, provided that the construction of the main dwelling is started at the same time and completed within six months after separate building is erected. And provided further that all other restrictions, covenants, conditions and uses are complied with. All garage entrances will be facing away from all streets. Any exception must be approved, in writing, by Developers, or the Architectural Committee referred to in Paragraph No. 9.

5. Size and Construction of Dwellings

All dwellings shall be of recognized standard construction. The dwelling erected on any plot shall cover not less than 1,600 square feet of floor area of which not less than 1,400 square feet shall be in the house proper, exclusive of garage and porches. Ornamental structures, fences and walls are permitted subject to approval in writing by the Developers, or in the alternative by the Architectural Committee referred to under Paragraph No. 9.

6. Set-Back, Front Line, Side Line and Rear Line

No structure shall be located or erected nearer than twenty-five (25) feet to any plot line.

7. Pets

Only household pets will be allowed to remain on any plot. The maximum number shall be four, other than unweaned offspring.

8. Garbage and unsightly storage

No garbage containers, unused automobiles, or other unsightly items will be stored within view of any street. No garbage will be dumped on any plot at any time.

DEED RECORDS
Travis County, Texas

6574 618

9. Architectural Control and Building Plans

2-02-0953

For the purpose of insuring the development of the subdivision as a residential area of high standards, the Developers, or in the alternative an Architectural Committee appointed at intervals of not more than five years by the then owners of a majority of the lots in Majestic Hills Ranchettes, reserve the right to regulate and control the buildings or structures or other improvements placed on each lot. No building, wall or other structure shall be placed upon such lot until the plan therefor and the plot plan have been approved in writing by the Developers. Refusal of approval of plans and specifications by the Developers, or by the said Architectural Committee, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developers or Architectural Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. No house or other structure shall remain unfinished for more than two years after the same has been commenced.

10. General Covenants

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 Majestic Hills Ranchettes, whether by descent, devise, 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, 1999. On and after January 1, 1999, 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-fourth majority of the then owners of the lots in Majestic Hills Ranchettes, each lot, or plot, to admit of one vote.

11. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in Majestic Hills Ranchettes 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. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operations of or the enforcement of any such covenant, condition, restriction or use.

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.

WITNESS OUR HANDS, this the 18 day of April, A. D. 1979.

ATTEST:

(NO SEAL)

MAJESTIC HILLS, INCORPORATED

By Ray Belknap
Ray Belknap, President

THE STATE OF TEXAS:

COUNTY OF TRAVIS : BEFORE ME, the undersigned authority, on this day personally appeared Ray Belknap, President of Majestic Hills, Incorporated, a Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of Majestic Hills, Incorporated, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of April, A. D. 1979.

NOTARY SEAL

Jeri A. Tippit
Notary Public in and for Travis County,
Texas

JERI A. TIPPIT

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