

THE STATE OF TEXAS

COUNTIES OF WILLIAMSON AND TRAVIS )

) KNOW ALL MEN BY THESE PRESENTS:

SEP 17 72 REC 7293 \* 6.50

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That we, JACK R. COMBS and EARL EASTBURN, being the owners and developers of 238.41 acres of land in Williamson and Travis Counties, Texas, out of the S. S. Evans Survey No. 501 and the L. H. Evans Survey No. 74, as fully described by metes and bounds in deed dated June 13, 1972, from Zoro Murlin Bonnet, et al., conveying said 238.41 acres to Jack R. Combs and Earl Eastburn, said deed being recorded in Vol. 550, Page 466, Deed Records of Williamson County, Texas, and Vol. 4366, Page 955, Deed Records of Travis County, Texas, a copy of said metes and bounds being attached hereto as Exhibit "A" and incorporated herein as though written word for word, said 238.41 acres of land having been subdivided into a subdivision called "Hidden Mesa," the plat thereof not yet of record, a copy of said plat being attached hereto as Exhibit "B" and incorporated herein for all practical purposes, do hereby impress upon all tracts of land in said Hidden Mesa, the following protective covenants, limitations, conditions and restrictions, which shall be covenants running with the land:

1. Use: All tracts in Hidden Mesa shall essentially be used for residential purposes and no tract in the subdivision shall be used for retail or commercial purposes.

2. Permanent Homes: All permanent type homes in Hidden Mesa must be of all new construction and contain a minimum of twelve hundred (1200) square feet of living area, exclusive of garages, carports and porches. A minimum of twenty-five per cent (25%) of the outside construction shall be of brick, stone or masonry.

3. Mobile Homes: No mobile homes will be permitted to be used temporarily or permanently on any tract of land in Hidden Mesa.

4. Separate Structures: Any detached building, garage, carport, shed or structure or addition to the main residence must be of all new material and be of equal construction and architectural design as the residence. Any variation from this restriction must have prior written approval of the developers, their heirs or assigns.

5. Temporary Structures: No trailer, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence or dwelling, either temporarily or permanently.

6. Completion Time: Any dwelling commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six (6) months from the commencement of construction. No building material of any kind shall be placed or stored upon any tract until the owner is ready to commence construction.

7. Setback requirements: No buildings or structures of any kind, except fences, shall be located on any tract closer than fifty (50) feet to any tract property line which abuts a street, nor closer than ten (10) feet to any side or back property line.

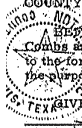
8. Fences: All fencing shall be chain link, wood, or such other similar type that will not detract from the appearance of the development. Variations from this requirement may be granted in individual cases when the developers, their heirs or assigns, in their sole discretion, approve any other type fence in writing, prior to its erection.

9. Repair and Upkeep: All structures placed on any tract in the subdivision, including the main residences or any other structure, must be painted and maintained in a reasonable neat manner. No unsightly or unsanitary conditions shall be allowed to exist on any tract which in the opinion of the developers, their heirs or assigns, shall detract from the overall attractiveness of the subdivision; and the developers, their heirs or assigns, shall have the right to injunction and other legal means to prevent such condition.

EXECUTED this: the 11th day of September, A. D. 1972.

Jack R. Combs  
Earl Eastburn

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )



BEFORE ME, the undersigned authority, on this day personally appeared Jack R. Combs and Earl Eastburn, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of September, A. D. 1972.

NOTARY SEAL

TERRI LEE BOGLE  
Notary Public in and for Travis County, Texas

4408 2002

10. **Livestock and Pets:** No pigs or hogs shall be housed or kept on any tract of land in Hidden Mesa; commercial raising of poultry is prohibited and no feed lot shall be maintained. Horses, cattle, dogs, cats or any household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

11. **Sewage:** No residence shall be permitted in Hidden Mesa unless it is served by a septic tank meeting the requirements of and approved by the State of Texas and the Williamson and Travis County Health Departments.

12. **Old Cars and Trash:** No wrecking yard, junk yard or salvage yard will be allowed on any lot or tract in the subdivision; outside storage (other than building materials for immediate use) shall not be allowed; no automotive vehicle will be allowed to remain on any tract in the subdivision which is not in running and driving condition for longer than thirty (30) days. No tract in the subdivision 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 storage or disposal of such material shall be kept in a clean and sanitary condition, and behind tract improvements so they are not readily visible from the street.

13. **Noxious Activity:** No noxious or offensive activity shall be carried on or maintained on any tract in the subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood.

14. **Utility Easement:** An easement is expressly reserved in, on, over, under and through those portions of the tracts as shown on said plat of Hidden Mesa, to the extent of ten feet (10') from any and all tract lines and from any and all street lines, for the purpose of constructing conduits, telephones, and electric light poles, towers and other equipment necessary to supply any public or private utility service.

15. **Amendments:** Developers, their heirs or assigns, may by recorded instrument modify any of the above restrictions when in their judgment the over-all welfare of the subdivision will be served thereby; the judgment of the developers as to any modification of these restrictions shall be exclusive and not subject to complaint by any owner or owners of any tract or tracts of land in the subdivision.

16. **Future Purchasers:** Without regard to whether or not such are recited in conveyance or referred to in conveyances, these covenants, conditions and restrictions shall be deemed covenants running with the land and shall remain in full force and effect, unless altered or modified by the developers, their heirs or assigns, as provided above, until January 1, 1991. Thereafter, said restrictions shall remain in full force and effect for subsequent ten (10) year periods, unless the owners of the legal title to fifty-one per cent (51%) of the tracts in the subdivision elect to change or alter the same.

17. **Enforcement:** All covenants and restrictions shall be binding upon all persons buying any tract of land in the subdivision, their successors, heirs or assigns, and said covenants and restrictions are for the benefit of all owners of nearby and adjoining tracts. If any person or persons shall violate or attempt to violate these covenants, conditions and restrictions, or any of them, it shall be lawful for the developers, their heirs or assigns, or any person owning any interest in any of the tracts in Hidden Mesa, including a mortgage interest, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction, either to prevent or to correct such violation, and to recover damages or other relief for such violation.

18. **Invalidation:** Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

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