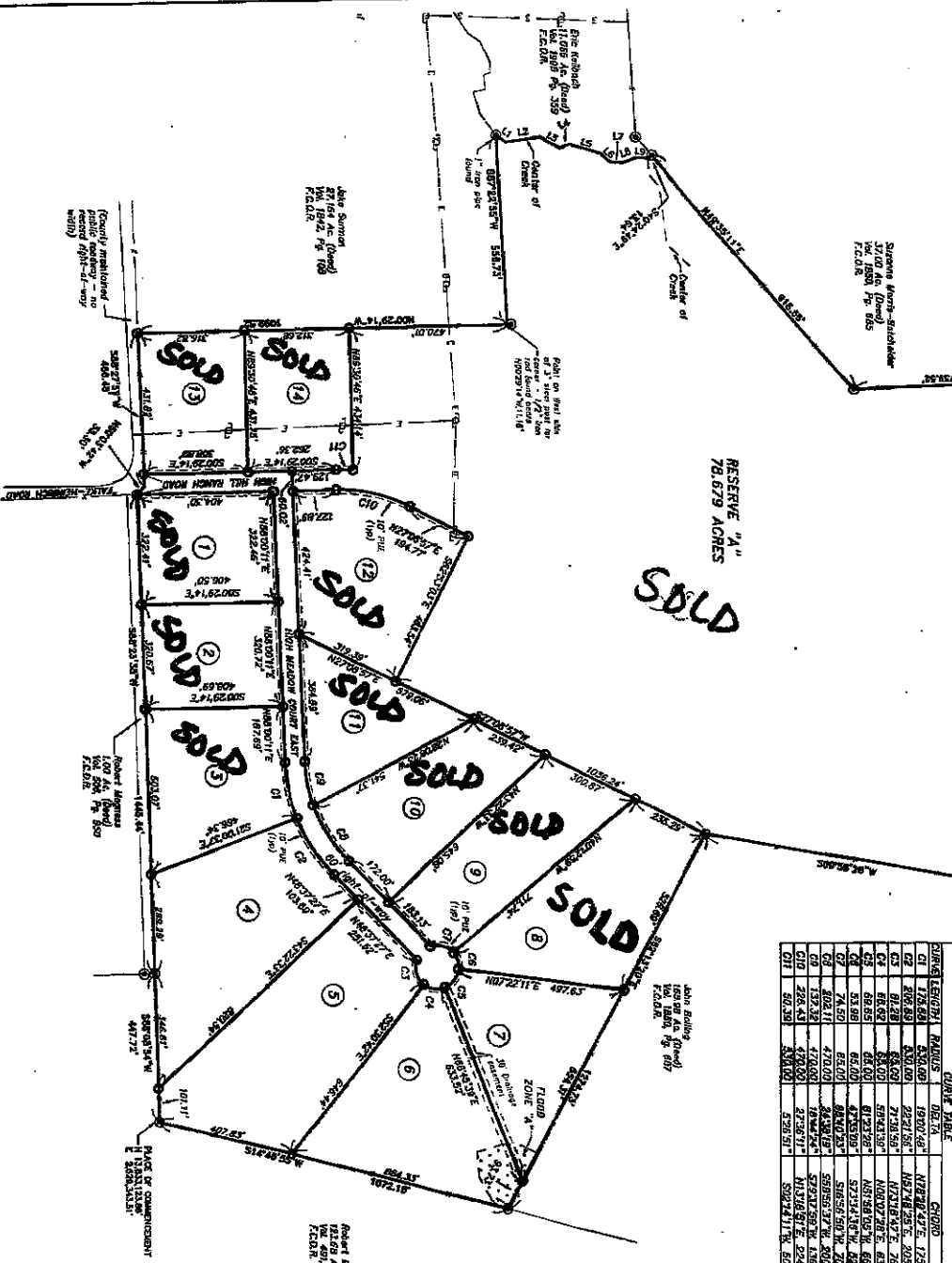


LINE	BEARING	DISTANCE	AREA
1	N 89° 45' 30" W	35.14	12.14
2	S 89° 23' 30" W	100.00	97.98
3	N 89° 17' 30" E	97.98	97.98
4	N 11° 00' 00" E	54.00	54.00
5	N 10° 24' 00" E	38.50	38.50
6	N 89° 23' 30" W	38.50	38.50
7	N 89° 23' 30" W	48.50	48.50
8	N 89° 23' 30" W	48.50	48.50

General Map of Travis County  
Travis Co. (Over)  
Vol. 1114, P. 877

FAVETTE COUNTY SCHOOL LAND, A-182  
HENRY THAYER, A-305



LINE	BEARING	DISTANCE	AREA
1	N 89° 45' 30" W	35.14	12.14
2	S 89° 23' 30" W	100.00	97.98
3	N 89° 17' 30" E	97.98	97.98
4	N 11° 00' 00" E	54.00	54.00
5	N 10° 24' 00" E	38.50	38.50
6	N 89° 23' 30" W	38.50	38.50
7	N 89° 23' 30" W	48.50	48.50
8	N 89° 23' 30" W	48.50	48.50

NOTE: THIS IS A SURVEY OF THE LAND AND ADJACENT TO THE LAND. A 30' WIDE STRIP OF LAND IS RESERVED FOR THE FUTURE USE OF THE STATE OF TEXAS.

# HIGH HILL RANCH

## FINAL PLAT

HENRY THAYER SURVEY, A-305 &  
FAVETTE COUNTY SCHOOL LAND SURVEY, A-182  
FAVETTE COUNTY, TEXAS

LOT NO.	TOTAL ACRES
1	3.000
2	4.097
3	6.085
4	6.814
5	3.268
6	4.140
7	3.098
8	3.100
9	3.100
10	3.100
11	3.100
12	3.100
13	3.100
14	3.100
RESERVE 1/4	78.679
STREETS	2.016
TOTAL	141.269



NOTE: A final plat of this survey shall be recorded in the public records of Travis County, Texas, after the expiration of the period of one year from the date of the recording of this plat. If no objection is filed with the County Clerk of Travis County, Texas, within the above period, this plat shall be deemed to be correct and shall be a true and correct copy of the original survey.

STATE OF TEXAS  
COUNTY OF FAYETTE  
I, **David J. Duncanson**, County Clerk of Fayette County, Texas, do hereby certify that the above is a true and correct copy of the original survey as the same appears in the records of this County, Texas, and that the same is a true and correct copy of the original survey as the same appears in the records of this County, Texas.

STATE OF TEXAS  
COUNTY OF FAYETTE  
I, **Michael J. Hill**, Attorney at Law, do hereby certify that the above is a true and correct copy of the original survey as the same appears in the records of this County, Texas, and that the same is a true and correct copy of the original survey as the same appears in the records of this County, Texas.

STATE OF TEXAS  
COUNTY OF FAYETTE  
I, **Robert Ferguson**, Attorney at Law, do hereby certify that the above is a true and correct copy of the original survey as the same appears in the records of this County, Texas, and that the same is a true and correct copy of the original survey as the same appears in the records of this County, Texas.

**FILED**  
JAN 03 2012  
AUSTIN SETTLEMENT, LLC  
BERND ENGINEERING, LLC  
3000 W. 14TH ST. SUITE 100  
AUSTIN, TEXAS 78745  
(512) 888-8974

PLAT SHOWING THE SURVEY AND DIVISION OF 141.269 ACRES SHOWN IN THE HENRY THAYER SURVEY, A-305, AND THE FAYETTE COUNTY SCHOOL LAND SURVEY, A-182, AS REFERENCED AS 141.013 ACRES IN A DEED FROM HENRY THAYER TO BERND ENGINEERING, LLC DATED APRIL 9, 2011 AND RECORDED IN VOLUME 188, PAGE 888 OF THE OFFICIAL RECORDS OF FAYETTE COUNTY.

PREPARED BY:  
BERND ENGINEERING, LLC  
3000 W. 14TH ST. SUITE 100  
AUSTIN, TEXAS 78745  
512-888-8974



DATE	BY	TIME
01/03/2012	KVM	06:07:21
01/03/2012	KVM	12:02:21

BERND ENGINEERING, LLC  
3000 W. 14TH ST. SUITE 100  
AUSTIN, TEXAS 78745  
(512) 888-8974

**RESTRICTIVE AND PROTECTIVE COVENANTS FOR  
HIGH HILL RANCH SUBDIVISION, FAYETTE COUNTY, TEXAS**

THE STATE OF TEXAS

COUNTY OF FAYETTE

KNOW ALL MEN BY THESE PRESENTS, that **Austin Settlement, LP**, a Texas Limited Partnership ("DEVELOPER"), acting herein by and through **Austin Settlement Management, LLC**, a Texas Limited Liability Company, its General Partner, acting herein by and through its Managing Director, **William E. King**, the owner of that certain tract or parcel of land containing 141.269 acres, out of the Henry Thayer Survey, A-305, & Fayette County School Land Survey, A-182, Fayette County, Texas, which land has been heretofore platted and subdivided into that certain subdivision known as **HIGH HILL RANCH**, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume 2, Page 301, of the Map or Plat Record of Fayette County, Texas [Instrument #22-00051], and does, for the protection and benefit of all owners of any lot or lots in said subdivision, hereby impress Lots 1 thru 14 in said subdivision with the following restrictive covenants running with the land governing the use, occupancy, enjoyment and sale of Lots 1 thru 14 of the **High Hill Ranch** Subdivision:

1. All lots shall be used for single family residential purposes. No commercial undertaking shall be constructed on any lot that involves outside signage.
2. The primary residence constructed on a lot shall contain not less than 1,500 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports.
3. One guest house maybe constructed on a lot but shall contain not less than 250 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports. The guest house constructed shall be constructed of similar material and design to that of the primary residence constructed on the lot. No guest house may be constructed unless a primary residence is constructed and maintained upon the lot as well.
4. Any residence or other permanent structures constructed on any lot, are to be complete within one (1) year from the start of construction. Temporary facilities such as travel trailers and motor homes may be utilized during the construction period. However, in no event shall any such temporary facility be allowed to remain on the property longer than one (1) year. This one (1) year period shall be cumulative in nature. Following the completion of construction those temporary facilities such as travel trailers and motor homes may be stored upon the property so long as they are not used as a residence and are stored in such a manner that

their presence does not negatively impact the overall positive attractiveness of the property.

5. No mobile homes, modular homes, manufactured homes, or the like shall be permitted on any lot.
6. Only one primary residence may be constructed on a lot. Outbuildings used in conjunction with residential use of the lots are permitted. All outbuildings including detached garages, workshops and barns must be of good construction, architecturally in harmony with the residential buildings, and kept in good repair. Residences that incorporate space for storage, such as a barndominium, are allowed subject to the approval set out in Paragraph 8.
7. No residence, guest house, outbuilding, or any other structure shall be constructed nearer than fifty (50') feet from the street, and twenty-five feet (25') from any exterior lot line other than one which is adjacent to a street. In the case where an exterior lot line lies within the margins of a public road then that particular "exterior lot line" shall be considered to be the fenced/apparent margin of the road. In the case where multiple adjoining lots are owned by the same individual/entity then the exterior lot line shall be considered to be the exterior lot lines as if the adjoining lots had been joined/combined into a single lot.
8. All plans for building and building sites must be submitted to the Developer and must be approved in writing by the Developer before any construction can commence. Developer reserves the right to extinguish this particular covenant by filing as of record in the Official Records of Fayette County Texas a termination of this particular covenant which will extinguish the requirement to submit building plans to the Developer.
9. An easement for the installation and maintenance of utilities and drainage facilities is reserved according to and as shown by that map or plat thereof of HIGH HILL RANCH, recorded with the County Clerk of Fayette County, Texas, in in Volume 2, Page 301, of the Map or Plat Record of Fayette County, Texas [Instrument #22-00051]. No utility company, water district, political subdivision, or other authorized entity using the easement shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of a lot owner situated in the easement.
10. The owner of a damaged or destroyed building on any lot shall promptly make repairs or replacement in order to restore the building to its condition prior to the damage or destruction. Should the owner not restore or repair the damaged building within a reasonable length of time, the owner shall tear down the damaged building and remove the debris from the lot.

11. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Fayette County, Texas and shall comply with all state and county laws and regulations. Approval of the system as installed shall be obtained from the proper authority.
12. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of Fayette County Ground Water Conservation District. Approval of the system as installed shall be obtained from the proper authority.
13. Each owner, prior to any development upon a lot, shall be solely responsible for obtaining the proper Development Permits from the Fayette County Office of Floodplain Management, or any successor authority, as required by the Flood Damage Prevention Regulations of Fayette County, Texas which is recorded in Volume 1822 Page 706 of the Official Records of Fayette County, Texas, or any modifications or changes thereto. IT IS EXPRESSLY UNDERSTOOD AND AGREED by each Owner that approval of any development upon a lot shall be obtained from the proper authority.
14. Each owner shall be responsible for the maintenance and painting of all improvements on each lot. No refuse pile, unused or abandoned motor vehicles, trailers or other unsightly objects shall be allowed to be placed or to remain anywhere on any lot.
15. Other than any signs placed by the Developer, no commercial signs advertising the name of a commercial enterprise shall be located on any lot. In the event of a sale of a lot, one (1) for sale sign, said sign being no more than six (6) square feet in size, may be located on the lot being advertised for sale.
16. No obnoxious or offensive activity shall be allowed or carried on, upon or from any lot in the subdivision, nor shall any activity be allowed or conducted on any lot that would be a nuisance to the owners of other lots.
17. No quarrying, drilling, or mining operations of any kind for the exploration or development of oil, gas, or other minerals, including but not limited to sand, gravel, uranium, coal, lignite, iron, gold, silver and all other minerals whether mined by drilling, strip mining, or any other method shall be permitted on any lot.
18. No commercial raising of livestock of any type is allowed and no commercial feedlot type operations, commercial swine operations or commercial poultry

operations shall be permitted on any lot. Livestock may be kept and maintained on said lots in numbers not to exceed one (1) animal for each two acres for horses and cattle and may not exceed one (1) animal for each one acre for sheep and goats. No more than five (5) animals shall be allowed. Chickens, ducks, geese or other poultry shall be allowed if contained within a pen and do not become an annoyance to neighbors. Animals used for non-commercial special projects, for example, children's participation in FFA, 4H, Fayette County Fair or other special projects emphasizing education and individual responsibility with animals including poultry and swine are permitted only if used in a child's or students educated related projects.


19. No one may use, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the lots, or transport to or from a lot any hazardous substance (as defined by state or federal law) or allow any other person or entity to do so except in minor amounts under conditions permitted by applicable laws.
20. No further subdividing of the lots shall be allowed or permitted.
21. There shall be no parking of tandem axle vehicles or what is commonly referred to as bob-tail trailers or semi-trucks and trailers, except as necessary to load or unload on a lot.
22. The foregoing restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date of recording, and shall automatically be extended thereafter for successive periods of ten (10) years; provided however, that the owners of a majority of the lots, as hereinafter identified, may release one or more of said restrictions, on either fifty (50) years from the date of recording, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Fayette County, Texas. The owners of a 2/3 majority of the lots may release any acreage from any restriction or restrictions at any time. For the purposes of this item 22, the "owners of the lots" are those lots 1 thru 14 as described in subdivision known as **HIGH HILL RANCH**, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume 2, Page 301, of the Map or Plat Record of Fayette County, Texas [Instrument #22-00051].
23. Should an owner of a lot violate any of the covenants and restrictions set forth herein, it shall be lawful for any other lot owner(s) in this subdivision to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or in equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or

restrictions, in order to enforce the letter and spirit of these restrictions and covenants, and the party found to be at fault shall be liable for all costs and damages, including reasonable attorney's fees, incurred in connection with the enforcement of these restrictions. For the purposes of this item 23, lot owner(s) includes Reserve A of High Hill Ranch subdivision. Lots 1 thru 14 and Reserve A of HIGH HILL RANCH shall have the right to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or in equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter and spirit of these restrictions and covenants.

- 24. Invalidation of any one or more of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect the validity of the other remaining restrictions.
- 25. All references herein to "Developer" shall be to Austin Settlement, LP., a Texas Limited Partnership, its successors or assigns.

EXECUTED on January 13, 2022.

AUSTIN SETTLEMENT, L.P.,  
A Texas Limited Partnership

BY   
William E. King, Managing Director of  
Austin Settlement Management, LLC.,  
its General Partner

1/19/2022 1:38:09 PM

STATE OF TEXAS COUNTY OF FAYETTE  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the OFFICIAL RECORDS  
of Fayette County, Texas as stamped hereon above time.

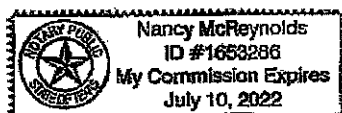
BRENDA FIETSAM, COUNTY CLERK  
Stamp: 5 Page(s)



THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 13<sup>th</sup> day of January, 2022 by William E. King, as Managing Director of Austin Settlement Management, LLC., the General Partner of Austin Settlement, LP., a Texas Limited Partnership.



  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

# HIGH HILL RANCH

<b>Lot #:</b>	<b>Acres:</b>	<b>Price/Acre:</b>	<b>Asking Price:</b>
<b>1</b>	<b>3.0</b>	<b>SOLD</b>	
<b>2</b>	<b>3.0</b>	<b>SOLD</b>	
<b>3</b>	<b>4.057</b>	<b>SOLD</b>	
<b>4</b>	<b>6.065</b>	<b>\$34,449.30</b>	<b>\$208,935.</b>
<b>5</b>	<b>6.814</b>	<b>\$34,515.12</b>	<b>\$235,186.02</b>
<b>6</b>	<b>5.522</b>	<b>\$36,037.67</b>	<b>\$199,000.</b>
<b>7</b>	<b>3.908</b>	<b>\$35,591.61</b>	<b>\$139,092.01</b>
<b>8</b>	<b>5.092</b>	<b>\$34,153.18</b>	<b>\$173,907.99</b>
<b>9</b>	<b>4.140</b>	<b>SOLD</b>	
<b>10</b>	<b>4.065</b>	<b>SOLD</b>	
<b>11</b>	<b>3.055</b>	<b>SOLD</b>	
<b>12</b>	<b>4.655</b>	<b>SOLD</b>	
<b>13</b>	<b>3.1</b>	<b>SOLD</b>	
<b>14</b>	<b>3.10</b>	<b>SOLD</b>	