

THE STATE OF TEXAS :
 :
 COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS,

That I, David B. Barrow (hereinafter called Developer), owner of Northwest Hills, Section Two Addition, as shown on plat thereof, recorded in Book 9, Page 163 of the Travis County Plat Records, do hereby impress all of the property included in Northwest Hills, Section Two, with the following restrictions, covenants, conditions and uses:

1. Designation of Use

All lots, except Lot 11, Block A, and Lot 1, Block B, shall be used for single family residential purposes, with not more than one residence on any lot. Lot 11, Block A, and Lot 1, Block B, may be used for any purpose permitted under "O" office Classification as set out in the Zoning Ordinance of the City of Austin, Travis County, Texas, as amended November 4, 1954. Except as provided for Lot 11, Block A, and Lot 1, Block B, no lot shall be used for a trade or profession. Nothing shall be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. The Developer may erect a temporary sales office on any lot selected by him.

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 outbuilding 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 passageway, provided that the main dwelling be substantially completed prior to said erection and provided further that all other restrictions covenants, conditions and uses herein are complied with.

5. Minimum Plot Size

No structure shall be erected or placed on any plot which plot has an average width of less than 85 feet. No resubdivision of existing lots shall be made which would create an additional lot or plot, without permission in writing from the Developer; but this shall not prevent the modifying of boundaries of original lots in conformity with the above minimum width. For the purpose of these restrictions, a "plot" shall consist of a lot or lots having a contiguous frontage and having an average width of not less than 85 feet.

6. Size and Construction of Dwellings

All dwellings shall be of recognized standard construction. The dwelling erected on any plot shall cover not less than 1,500 square feet of floor area of which not less than 1,300 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 of the Developer, or in the alternative, by the Architectural Committee referred to under Paragraph 8.

7. Set-Back, Side Line and Rear Line

No structure shall be located or erected on any lot nearer to the front plot line than is shown by the set-back lines on the plat, nor

nearer than five (5) feet to any side plot line, except that the total combined setback from both sides shall in no event be less than fifteen (15) feet, nor nearer than twenty (20) feet to the rear plot line.

8. Architectural Control and Building Plans

For the purpose of insuring the development of the subdivision as a residential area of high standards, the Developer, 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 Northwest Hills Section Two, reserves the right to regulate and control the buildings or structures of 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 Developer. Refusal of approval of plans and specifications by the Developer, or by the said Architectural Committee may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer 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 shall have been commenced.

9. Septic Tank or Sanitary Sewage Provision

Each house in this subdivision shall be connected to a septic tank meeting the approval of the State Health Department or to a public utility sanitary sewage collection system.

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 Northwest Hills Section Two, 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, 1980. On and after January 1, 1980, 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 Northwest Hills, Section Two, 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 Northwest Hills Section Two 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 operation of or the endorsement 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 MY HAND THIS th's 14th day of September, A. D. 1959.

David B. Barrow
David B. Barrow, Developer

THE STATE OF TEXAS :
COUNTY OF TRAVIS : BEFORE ME, the undersigned authority, on this day personally appeared David B. Barrow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of September, A. D. 1959.

Filed Sept 21 1959 at 11:24
Recorded Sept 23 1959 at 2:52

Kay Gustafson
Notary Public in and for Travis County, Texas.