

550

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

WHEREAS, J. C. Evans is the legal owner of the following described property, to-wit:

All lots in Northmoor Park, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of said addition of record in Book 17, Page 73, of the Plat Records of Travis County, Texas, and to which said map or plat and the record thereof reference is here made for all pertinent purposes; and

WHEREAS, it is the desire of J. C. Evans, to impose and burden the afore-described property with certain covenants, conditions and restrictions upon all of the same; and

WHEREAS, in order to accomplish such purpose this agreement is hereby executed, NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS:

That I, J. C. Evans, of Travis County, Texas, do hereby impose and place upon the above described property so that hereafter said property shall be subject to, the following restrictions, covenants and conditions, to-wit:

1.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two (2) stories in height, and a private garage or carport for not more than three (3) cars. Such private garage or carport shall be attached to the single family dwelling.

2.

No building shall be erected or placed on any of the above described lots or lot, nor shall any existing structure be altered until the building plans and specifications and plot plan have been submitted to and approved in writing by J. C. Evans, his heirs or legal representatives, or a representative designated in writing by J. C. Evans. If said building plans and specifications, and said

DEED RECORDS
Travis County, Texas

[VOL. 2601 PAGE 157

plot plans be not approved or disapproved within thirty (30) days following the date on which the same are submitted for approval, or if no injunction suit shall have been commenced prior to completion of the work, the proper approval of the building plans and specifications, and of the plot plan shall be conclusively presumed to have been had and obtained.

3.

No dwelling, exclusive of open porches, attached garage, patios and attached carports, shall be permitted on any lot at a cost of less than \$15,000.00, based upon costs levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

4.

The ground floor area of the main structure of dwelling, exclusive of open porches, patios, garages or carports, shall contain not less than 1500 square feet of floor area, except that in the event any dwelling is two story or a story and a half, the ground floor area, exclusive of open porches, patios, attached garages or attached carports, may contain not less than 1200 square feet of floor area provided the total floor area of the dwelling shall not be less than 1500 square feet, exclusive of open porches, patios, attached garages or attached carports.

5.

Thirty-three and one-third per cent (33 1/3%) of the area of the exterior walls of each dwelling to be erected on any of the above described lots shall be of masonry construction.

6.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for an attached garage located 50

DEED RECORDS
Travis County, Texas

VOL 2601 PAGE 158

feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

7.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

8.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed on any lot at any time as a residence either temporarily or permanently. No separate structure from the dwelling, nor outbuilding of any type shall be erected on any lot for purposes of storage or otherwise, unless first approved as is provided herein for approval of original plans.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

11.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

DEED RECORDS
Travis County, Texas

VOL 2601 PAGE 159

12.

No part or any of the said property shall ever be used for a business or commercial purpose, or for carrying on any trade or profession except that J. C. Evans may erect and maintain sales offices and exhibit houses on any of the above described property.

13.

No corner lot may be resubdivided, or used so as to permit the erection of an additional dwelling to face on the side street, nor shall any resubdivision be permitted so as to create two (2) lots from one (1) lot.

14.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for a commercial purpose.

15.

No lot shall be used or maintained as a dumping ground for rubbish, and trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16.

No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The said sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

17.

No fence, wall or hedge shall be built or maintained forward of the front wall line of any house erected on any lot.

DEED RECORDS
Travis County, Texas

VOL 2601 PAGE 160

18.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the above described property has been recorded agreeing to change said covenants, conditions and restrictions in whole or in part.

19.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

20.

Invalidation of any one of these covenants by judgment or a court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

L. E. McCarty and wife, Viola McCarty, are the owners and holders of a certain vendor's lien and deed of trust lien upon and against the abovedescribed property, and by the execution of this instrument they do hereby expressly ratify, confirm, approve and adopt the plat of the said Northmoor Park subdivision as aforescribed, and agree that said vendor's lien and deed of trust lien is subordinated to said plat and all provisions thereof, and they do likewise expressly ratify, confirm, approve and adopt the foregoing restrictions as applicable to all lots in the said Northmoor Park subdivision, and expressly agree that their said vendor's lien and deed of trust lien are subordinate and inferior to the said restrictive covenants as herein contained.

EXECUTED this the 30 day of May, A. D., 1963.

J. C. Evans
J. C. Evans

L. E. McCarty
L. E. McCarty

Viola McCarty
Viola McCarty

DEED RECORDS
Travis County, Texas

BOOK 2601 PAGE 161

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared
J. C. Evans, 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 20 day of May
A. D., 1963.

L. C. White
Notary Public in and for Travis County,
Texas

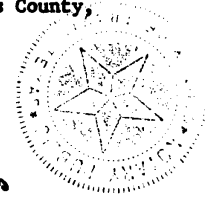


THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared
L. E. McCarty and Viola McCarty, his wife, 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.
And the said Viola McCarty, wife of the said L. E. McCarty, having been exam-
ined by me, privily and apart from her husband, and having the same fully
explained to her, she, the said Viola McCarty, acknowledged such instrument
to be her act and deed, and declared that she had willingly signed the same
for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of May
A. D., 1963.

Virginia K. Evans
Notary Public in and for Travis County,
Texas



STATE OF TEXAS }
COUNTY OF TRAVIS }

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 named RECORDS
of Travis County, Texas, as Stamped hereon by me, on



MAY 22 1963
Emilie Limburg
COUNTY CLERK,
TRAVIS COUNTY, TEXAS

FILED
MAY 20 3 00 PM 1963
COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEED RECORDS
Travis County, Texas
- 6 -
VCL 2601 PAGE 162