act 22-6525 4910 ★ 2.50

THE STATE OF TEXAS :

KNOW ALL JEN BY THESE PRESENTS,

COUNTY OF TRAVIS :

That we, Austin Corporation, a corporation, acting herein by and through its Vice President, David B. Barrow (hereinafter called Developers) owners of Northwest Hills, Section Seven (7) 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 Northwest Hills Section Seven Addition 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. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. The Developers, however, may erect a temporary sales office on any lot selected by them, in accordance with the zoning regulations of the City of Austin.

## 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, snack, 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 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 Plat Size

No structure shall be erected or placed on any plot which plot has an average width of less than 70 feet. No resubdivision of existing lots shall be made which would create an additional lot or plot; 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 70 feet.

#### 6. Size and Construction of Dwellings

All dwellings small 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 small 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. 8.

### 7. Set-Back, Front Line, Side Line and Rear Line

No structure shall be located or erected on any lot nearer to the front plot line than twenty-five (25) feet, 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 fifteen (15) 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 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 Northwest Hills Section Seven Addition, 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 aestnetic 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 small be made without like approval. No house or other structure shall remain unfinished for more than two years after the same has been commenced.

## 9. 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 Seven Addition, 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, 1986. On and after January 1, 1986, said conditions, restrictions, uses and covenants small 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 Northwest Hills Section Seven Addition, each lot, or plot, to admit of one wote.

## 10. Penalty Provisions

Kay Guley

TRAVIS :

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 Seven Addition 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 22nd day of October, A. D. 1965.

(eorporate seal)

ATTEST:

THE STATE OF TEXAS :

BEFORE ME, the undersigned authority, on this day personally appeared David B. Barrow, Vice President of the Austin Corporation,

a Texas 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 Austin Corporation, and in the capacity therein stated.

(NOTARY SEAL) GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of October, A. D. 1965.

DEED RECORDS Travis County, Texas

3037 1483

at \_\_\_\_\_\_o'clock\_\_\_\_\_M\_
OCT 22 1965

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STATE OF TEXAS
COUNTY OF TRAVIS

COUNTY OF TRAVIS

Thereby 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, Taxes, as Stamped hereon by many of OCT 27 1965



Emilie frim berg COUNTY CLERK, TRAVIS COUNTY, TEMAS

DEED RECORDS
Trents County, Tones

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