

THE STATE OF TEXAS X
 COUNTY OF TRAVIS X

Northwest Austin, Inc., of Travis County, Texas, a private corporation, hereinafter called Developer, as owner of the subdivision known as Northwest Estates, Section 2, the plat thereof being of record in Book 46, Page 30, Plat Records of Travis County, Texas, desires that said subdivision shall have proper covenants, conditions and restrictions, and in this connection it does hereby declare that except for Lots 17 and 18 in Block "B" and Lots 1 and 2 in Block "F", which lots are hereby specifically excepted from the conditions and restrictions, covenants and conditions. All of the balance of the lots shown on the plat of Northwest Estates, Section 2, recorded in Plat Book 46, Page 30, Plat Records of Travis County, Texas, shall be subject to the following restrictions, covenants and conditions, to-wit:

1. Designation of Use

For the purposes of these restrictions and covenants, a "plot" as used shall be understood to consist of a lot or lots having contiguous frontage, and all lots included in these restrictions in this subdivision shall be known and used for residential purposes. The Developer, however, may erect a temporary sales office on any lot selected by it, in accordance with the Zoning Regulations of the City of Austin.

2. Retentions of Easements

Easements are reserved as indicated on the recorded plat.

3. Temporary Structures and Garage Apartments

No 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 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 Plot 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 shall be of recognized standard constructions. Forty percent (40%) of the area of the exterior walls of the ground floor of each dwelling erected in this subdivision shall be of masonry construction unless the Developer or Architectural Committee agrees in writing to a lesser percentage. The dwelling erected on any plot shall contain not less than 2200 square feet of floor area of which not less than 1800 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 No. 8.

7. Building Location

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet minimum, 40 feet maximum, to the front lot line, or nearer than 10 feet to any side street line. No building shall be located on any lot nearer than 5 feet to the interior lot line and must comply with city zoning ordinances. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than front wall of any house.

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, by an Architectural Committee appointed at intervals of not more than five years, by the then owners of a majority of the Lots in Northwest Estates Section Two Addition, reserves the right to regulate and control the buildings or structures or other improvements placed on each lot. No building, wall or other structures 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 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 same shall have been commenced.

The right is reserved for the Developer or the Architectural Committee to change these restrictions in the case of unusual or irregularly shaped lot or lots unusual in size, or where such change is required for the advantage and best appearance of the immediate community, or when such restriction or restrictions are deemed in the opinion of the Developer or the Architectural Committee not to be desirable or in the best interest of the immediate community.

9. Nuisances

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

10. Signs and Sales Program

No signs of any kind shall be displayed for public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet, advertising the property during the construction and sale period. All merchandising, advertising, and sales programs in Northwest Estates, Section Two (2), shall be subject to approval by the Developer and shall be in conformity with the general marketing plan for Northwest Estates, Section Two (2).

11. Oil and Mining Operations

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

12. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same 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.

13. Livestock and Poultry

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 that they are not kept, bred, or maintained for any commercial purposes.

14. Sight Distance At Intersection

No fence, wall, hedge, or shrub planting which obstruct sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from intersection of the street line, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitation shall apply on any lot within 10 feet from an 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 sight lines. Anything to the contrary notwithstanding, where it is determined by the Developer or Architectural Control Committee that it would be beneficial to the subdivision to allow a 10 foot setback from a side street as provided by the Ordinances of the City of Austin, then the Architectural Control Committee may reduce this sight line to 10 feet on one street and 25 feet on the adjoining street.

15. 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 Estates Section Two Addition, whether by descent, devise, purchase or otherwise, and every person by 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, 2000. On and after January 1, 2000, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changes in whole or in part by a vote of three-fourths majority of the then owners of the lots in Northwest Estates Section Two Addition, each lot, or plot, to admit of one vote.

16. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions and uses and covenants it shall be lawful for any other person or persons owning any of the lots in Northwest Estates Section Two Addition to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate 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 OUR HANDS, this the 15th day of July, A. D., 1969.

NORTHWEST AUSTIN, INC.

By: Hunter Schieffer
President

THE STATE OF TEXAS,)
COUNTY OF TRAVIS . :

BEFORE ME, the undersigned authority, on this day personally appeared HUNTER SCHIEFFER known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of Northwest Austin, Inc., as the act and deed of said corporation therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of July, 1969.

(NOTARY SEAL)

Barbara J. Davis
Notary Public, Travis County, Texas.

18-8552

FILED

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Emilie Limberg
COUNTY CLERK
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

JUL 17 1969



Emilie Limberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

*Attorneys of Allco, Inc.
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