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THE STATE OF TEXAS []

1-99-1055

COUNTY OF [] KNOW ALL MEN BY THESE PRESENTS:

That NPC REALTY CO., being the sole owner of all lots in Balcones Forest a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in the Plat Book 76, Page 282, Plat Records of Travis County, Texas, hereby imposes the following covenants, conditions, and restrictions upon all of said property:

1. LAND USE AND BUILDING TYPE. 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 and one-half stories in height, and a private garage for not more than three cars.

2. DWELLING COST, QUALITY AND SIZE. The total floor area of any single family structure or dwelling, exclusive of one-story open porches and garages or carports, built on any lot in said subdivision shall contain not less than 1600 square feet and shall cost not less than \$ 30,000 based upon cost levels prevailing on the date these covenants are recorded. It is the intention and purpose of this covenant to assure that all dwellings shall be of the 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 herein for the minimum permitted dwelling size.

3. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 55 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet, except that dwellings may be erected or placed on lots as shown on the recorded plat of said subdivision.

4. EASEMENTS. Public utility easements are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot. These easements are reserved for installation and maintenance of public utilities and public drainage facilities, and they are also reserved in each block as needed for adequate surface drainage of the other lots within the block. Easements five feet in width are also reserved on each side of all side lot lines as needed for adequate surface drainage of the other lots within the block. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements or which may obstruct or retard the flow of water through the drainage channels or swales in the easements. The easement area in each lot and all improvements in it shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

5. 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 set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet minimum, 35 feet maximum, to the front lot line, or nearer than 10 feet to any side street

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line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set back lines. 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 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.

6. NUISANCES. 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. No vehicle or motor repair work other than minor emergency repair shall be conducted on any lot or in the street or streets adjoining any lot, No "A" frame, hoist or other device for lifting vehicle or parts thereof, and no disabled vehicle shall be stored or parked in the open on any lot or on any street adjoining any lot.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be placed or used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS. No sign of any kind shall be displayed to the public view on any single family residential 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 builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, crude oil 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.

10. COMMERCIAL USE. No part of any of said property shall ever be used for a business or commercial purpose or for carrying on any trade or profession, except that NPC Realty Co., its successors, or agents may erect and maintain sales offices and exhibit houses in said subdivision.

11. RESUBDIVISION. The owner or owners of any two or more adjacent lots shall have the right, without the consent of the remaining property owners in the subdivision, to resubdivide the same provided the resubdivision complies with all applicable state and municipal regulations, and provided such resubdivision is approved by the Architectural Control Committee.

12. 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 commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish. 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.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines 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 same sightline limitations shall apply on any lot within 10 feet from the intersections 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.

15. FENCES, WALLS AND HEDGES. Fences, walls and hedges shall not be built or maintained forward of the front wall of the house erected on that lot, except for trellises and/or decorative fences included in the architectural design of the house. Those decorative fences shall be allowed to extend no more than fifteen feet in front of the front wall line of the house. Side yard fences on corner lots may be built on the property line as limited by the provisions of paragraph 14.

16. EXISTING DWELLINGS. No existing dwelling shall be moved onto any lot in this subdivision.

17. ARCHITECTURAL CONTROL

A. No building shall be erected or placed on any lot in said subdivision nor shall any existing structure be altered or removed until the building plans and specifications showing exterior design, height, building material and color scheme thereof, and a plot plan showing the location of the structure and driveways have been submitted to and approved in writing by the Architectural Control Committee.

B. The Architectural Control Committee is composed of Joe E. Simpson, Alfred Staehely and Ruben L. Moerbe. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

C. The Architectural Control Committee shall exercise its best judgment to see that all improvements and structures in the subdivision conform to and harmonize with the existing surrounding structures, and that trees and environment are reasonably protected; and when, in the opinion of the Committee, a waiver or modification of any of these restrictive covenants would not impair or detract from the high quality of the subdivision, it may by written instrument in recordable form waive or modify any such restriction. The Architectural Control Committee shall serve without compensation and shall not be liable in damages to anyone for any action taken or any failure to act.

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

18. TERM. 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 thirty years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots in said subdivision has been recorded, agreeing to change said covenants, conditions and restrictions, in whole or in part.

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19. ENFORCEMENTS. 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. SEVERABILITY. Invalidation of any one of these covenants by judgment or a court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS its hand this 4 day of April, 1979

NPC REALTY CO.

John Reynolds
Attorney-in-fact

THE STATE OF TEXAS []

COUNTY OF TRAVIS [] BEFORE ME, the undersigned authority,

on this day personally appeared John Reynolds

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 conditions therein stated.

Given under my hand and seal of office this 4 day of April, 1979.

NOTARY SEAL

Nancy L. Smith
Notary Public in and for Travis
County, Texas

Nancy L. Smith

My Commission Expires Feb. 27, 1981

(Notary Seal)
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

APR 5 1979



Paris Hopewell
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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COUNTY CLERK
TRAVIS COUNTY, TEXAS

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