

350

4-7175

WHEREAS, C. DARRELL HOPKINS & ASSOCIATES, INC., a corporation duly authorized and existing under and by virtue of the laws of the State of Texas, is the developer and owner of all lots in Northwest Terrace Section Two, a subdivision of a part of the James P. Wallace Survey #18, in Austin, Travis County, Texas, according to the map or plat recorded in Book 39, at Page 41, of the Plat Records of Travis County, Texas; and

WHEREAS, said corporation is the owner of all lots in said subdivision as shown by said recorded plat;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That C. DARRELL HOPKINS & ASSOCIATES, INC. of Travis County, Texas being the owner of all of the lots in said subdivision, do hereby provide and declare that the following restrictions shall apply to all lots in Northwest Terrace Section Two, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Book 39, at Page 41, of the Plat Records of Travis County, Texas;

1. All lots in said tract shall be used and occupied for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached dwelling not to exceed two stories in height and a private garage for not more than three cars, it being specifically understood that the architectural committee, as hereinafter provided, shall have the authority to approve not more than four contiguous lots for the construction of duplex dwellings.

2. No dwelling shall be located on any lot in said subdivision nearer than 25 feet to the front property line, nor further than 40 feet from the front property line; other set backs and side yards as shown on the recorded plat shall be observed; all lots shall have a minimum aggregate of side yards of 15 feet; nor shall any fence, wall or hedge which exceeds three feet in height, be installed beyond the front wall line of the respective houses; nor shall any fence, wall or hedge which exceeds three feet in height, be installed within the required side yard adjoining the cross street of corner lots, as shown upon the recorded plat.

3. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood; no poultry, cattle, horses or other animals, fowls or birds, may be kept or maintained on any of said lots, save and except ordinary household pets.

4. No trailer, basement, tent, shack, barn, garage or other outbuilding erected in this tract shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence, nor shall any truck, trailer, or inoperative automobile, be parked on any such lots except when parked in a closed garage.

5. No dwelling shall be permitted on any lot in said subdivision at a cost of less than \$15,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all buildings shall be of a quality of workmanship and materials substantially the same, or better, than that which can be produced for said sum on the date that these covenants are recorded at the minimum cost stated therein; the ground area of the main structure, exclusive of one story porches, carports, storage spaces used in connection with carports, and

4-7176

garages, shall be not less than 1400 square feet as to all lots in said subdivision. The ground floor area of the main structure of a two story dwelling, shall not be less than 1000 square feet, exclusive of open porches, patios and garages.

6. All of said dwelling units built on the lots aforesaid shall have a minimum of 60% of the exterior walls, including garages or carports, but exclusive of window and door openings, constructed of masonry veneer.

7. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure on the lot, have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and ~~and~~ grade elevation. The architectural control committee is composed of C. Darrell Hopkins, Ruth Wolfe and Doris G. Hopkins. 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.

8. The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. No carport shall be so constructed as to open or front on the front of the house. All such carports shall be enclosed on the street side of said structure.

10. It is further specifically provided that, in order to prevent undue hardship upon any owner or owners of any individual lot or lots in said subdivision, variance from the restrictions above set out as to size and cost of the structure, as to the percentage of masonry construction, and as to minor changes in location of the structure upon the respective lot or lots, may be granted by a majority of the architectural control committee above designated, said approval of variances to be by an instrument in writing to be duly acknowledged and to be recorded in the Deed Records of Travis County, Texas, if and when such approval of variances shall ever be granted.

11. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until May 21, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

12. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, C. DARRELL HOPKINS & ASSOCIATES, INC. has caused these presents to be executed by its duly authorized officers and have here-

unto affixed their hands effective the 21st day of May, 1968.

4-7177

C. DARRELL HOPKINS & ASSOCIATES, INC.

By C. Darrell Hopkins  
C. Darrell Hopkins, President

ATTEST:

Ruth Wolfe  
Ruth Wolfe, Secretary

(CORPORATE SEAL)

THE STATE OF TEXAS    §  
COUNTY OF TRAVIS    §

BEFORE ME, the undersigned authority, on this day personally appeared C. DARRELL HOPKINS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said C. DARRELL HOPKINS & ASSOCIATES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21 day of May, 1968.

(NOTARY SEAL)

John D. Wheat  
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 31 1968



Emilie Limburg  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED  
MAY 29 2 54 PM '68

Emilie Limburg  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS