

THE STATE OF TEXAS

FEB - 9 - 1925 * 4.00

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS | That the Centennial Development Company of Austin, Interstate Development Co., and Monarch Development Co., all domestic corporations, being the sole owners of Northtowne, Section Three, Phase One, in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in Plat Book 14, Page 62, Plat Records of Travis County, Texas, hereby impose the following covenants, conditions and restrictions upon all of said property:

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.
2. No building shall be erected or placed on any lot in Northtowne, Section Three, Phase One, nor shall any existing structure be altered, until the building plans and specifications and a plot plan have been submitted to and approved in writing by the Centennial Development Company of Austin, Interstate Development Co., and Monarch Development Co., or their successors. If said building plans and specifications and said 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 and specifications and of the plot plan shall be conclusively presumed to have been had and obtained.
3. No dwelling, exclusive of open porches, garages, patios and carports, shall be permitted on any lot at a cost of less than \$7,000.00 based upon cost 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 total floor area of the main structure, exclusive of one story open porches and garages or carports, shall not be less than 900 square feet.

5. 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 to nor farther than 35 feet from 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 a garage or other permitted accessory building located 50 feet or more from the minimum building set back line. No dwelling shall be located on any 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.

6. No dwelling shall be erected or placed on any lot having a width of less than 60 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 6,000 square feet, except that dwellings may be erected or placed on lots as shown on the recorded plat of Northtowne, Section Three, Phase One.

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 building shall be placed on any lot at any time as a residence either temporarily or permanently.

10. 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 builder 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 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.

12. 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 the Centennial Development Company of Austin, Interstate Development Co., and Monarch Development Co., their successors or agents, may erect and maintain sales offices and exhibit houses in Northtowne, Section Three, Phase One.

13. No corner lot may be resubdivided or used so as to permit an additional dwelling to face on a side street.

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 that 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. 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 property lines extended. The same 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 a 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.

18. No existing dwelling shall be moved onto any lot in this subdivision.

19. 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 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 Northtowne, Section Three, Phase One, has been recorded, agreeing to change said covenants, conditions and restrictions, in whole or in part.

20. 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.

21. 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 our hands, this 6th day of February, 1962

ATTEST
Warren Clark
Secretary, Centennial Development Co. of Austin.

Lawson Edgewood
President, Centennial Development Co. of Austin

Mark Litterton
Secretary, Interstate Development Co.

James B. [Signature]
President, Interstate Development Co.

Mark Litterton
Secretary, Monarch Development Co.

James B. [Signature]
President, Monarch Development Co.

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this

day personally appeared Warren Clark, Secretary, Centennial Development Co. of Austin and Lawson Edgewood, President, Centennial Development Co. of Austin

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, as the act and deed of said Corporations, and in the capacities therein stated.

Given under my hand and seal of office, this 7th day of February

1962.

[Signature]
NOTARY PUBLIC, DALLAS COUNTY, TEXAS

COUNTY OF PARKER

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BEFORE ME, the undersigned authority, on this day personally
President of Interstate Development Co, and Monarch Development Co.
appeared James Doss and Mark Littleton, 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., as the act and deed of said corporations, and in the capacities therein
stated.

Given under my hand and seal of office, this 6th day of February,
1962.

Franklin R. Stead
NOTARY PUBLIC, PARKER COUNTY, TEXAS

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

The American National Bank of Austin, a corporation organized and existing under and by virtue of the laws of the United States of America, with its principal office at Austin, Travis County, Texas, acting by and through its duly authorized officers, as the only lienholder of the subdivision known as Northtowne , Section Three, Phase One, in the City of Austin, Travis County, Texas, does hereby ratify, adopt and join in the "Reservations, Restrictions and Covenants in Northtowne, Section Three, Phase One," as hereinabove set forth.

IN TESTIMONY WHEREOF, The American National Bank of Austin has caused these presents to be signed by A. G. Adams its Vice President, thereunto duly authorized, attested by its Cashier, this 6th day of February, A. D. 1962.

The American National Bank of Austin

By *A. G. Adams*
Vice President

ATTEST
[Signature]
Cashier

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared A. G. Adams Vice President of The American National Bank of Austin, a 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 purposes and consideration therein expressed, as the act and deed of The American National Bank of Austin, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 8th day of February, A. D. 1962.

[Signature]
Notary Public in and for Travis County,
Texas.

Filed Feb 8 3:00 P.M.
Recorded Feb 9 1962 at 11:30 A.M.