

THE STATE OF TEXAS
COUNTY OF TRAVIS

Fee 6.00
Tax 5885

KNOW ALL MEN BY THESE PRESENTS: That Northtowne Company, a joint venture having as its joint venturers Centennial Development Company of Austin, Dallas, Texas; Stanford Homes, Inc., Austin, Texas; Patrick Improvement Co., Inc.; Annco Investment Corporation, Austin, Texas; Monarch Development Co., Fort Worth, Texas; and Interstate Development Co., Fort Worth, all of which are Texas corporations, is the sole owner of Northtowne, Section 1, a portion of land out of the George W. Davis Survey No. 15, the James Mitchell Survey No. 17, and the James P. Wallace No. 18, all in Travis County, more fully described in the plat of record at Volume 10, Page 46, of the Plat Records of Travis County, Texas, to which reference is here made, and as owner thereof the said joint venture desires to adopt a plan for the development of same which shall be binding on the joint venturers and upon their successors in title to land in said addition.

Now, therefore, for and in consideration of the mutual benefit to the developers and future owners of the property in Northtowne, Section 1, we, the said joint venturers, acting herein by and through our duly authorized agents and attorneys in fact pursuant to that certain power of attorney executed by all joint venturers and recorded in the Deed Records of Travis County, Texas, in Volume 2109, Page 60, do hereby make the said Northtowne, Section 1, subject to the following restrictive covenants, to-wit:

A.

AREA OF APPLICATION

A-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in part "B" in their entirety shall apply to all of Blocks D, E, F, G, H, I, J, K, M, N, and O, SAVE AND EXCEPT Lot 17 in Block D and 1, Block C.

A-2 BUSINESS AREA. The business area covenants in Part "C" shall apply to Lot 17 in Block D of this division and Lot 1, Block C.

A-3 Block L is reserved for school site purposes.

B.

RESIDENTIAL AREA COVENANTS

B-1 LAND USE AND BUILDING TYPES. 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 two cars.

B-2 ARCHITECTURAL CONTROL. 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 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 finished grade elevation. No fence or walls shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved, and in any event no fence or wall shall extend beyond front wall of the house. Approval shall be as provided in Part "C".

B-3 DWELLING SIZE. The ground floor area of the main structure exclusive of one story open porches and garages shall be not less than 1,000 sq. ft. In the event of a two story home the ground floor area shall be not less than 750 ft. nor a total square footage of 1100 ft. and in no event shall the house proper cost less than \$8,000., based on price index as of this date.

B-4 BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 25 feet, nor further than 40 feet back, nor nearer than 10 feet to the side line if said side line is

a street. No building shall be located on any lot nearer than 5 feet to the interior line and must comply with city zoning ordinances. For the purposes of these covenants, 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.

B-5 LOT AREA AND WIDTH. 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 building be erected or placed on any lot having an area of less than 6,000 square feet, except as shown on recorded plat.

B-6 EASEMENT. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

B-7 NUISANCES. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

B-8 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporary or permanent. No residential building may be moved upon any lot in this addition.

B-9 SIGNS. 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 for sale or rent or signs used by a builder to advertise the property during the construction and sale period.

B-10 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.

B-11 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, maintained for any commercial purposes.

B-12 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such 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.

B-13 WATER SUPPLY. No individual water supply system shall be permitted on any lot, unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Public Health Department of the City of Austin. Approval of such system as installed shall be obtained from such authority.

B-14 SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot, unless that system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Public Health Department of the City of Austin. Approval of such system as installed shall be obtained from such authority.

B-15 SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting, which obstruct sight lines at elevation 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.

B-16 All residences shall have at least 35 per cent of their exterior walls of stone or masonry construction.

B-17 No fence, wall or hedge shall be built or maintained forward of the front wall line of the house constructed on a lot.

C.

C-1 MEMBERSHIP. The Architectural Control Committee is composed of Fat H. Stanford, Warren Clark, and Joe Crow. The 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 the 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 or duties.

C-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative may fail to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event that no suit to enjoin construction has been submitted prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

D-1 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 30 years from the date these covenants are recorded. After which time such 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 have been recorded, agreeing to change such covenants in whole or in part.

D-2 ENFORCEMENTS. Enforcement shall be by proceeding in law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to cover damage.

D-3 SEVERABILITY. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS OUR HANDS at Austin, Texas, this 14th day of

January, 1960.

Warren Clark
Warren Clark, Attorney-in-Fact

Pat H. Stanford
Pat H. Stanford, Attorney-in-Fact

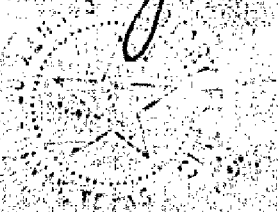
THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Warren Clark, known to me to be the person whose name is subscribed to the foregoing instrument as attorney in fact of Centennial Development Company of Austin, Stanford Homes, Inc., Patrick Improvement Co., Inc., Ancco Investment Corporation, Monarch Development Co., and Interstate Development Co., the parties thereto, and acknowledged to me that he executed the same as attorney in fact for the said corporations, and that the said corporations executed the same by and through him, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of

January, 1960.

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



THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Pat H. Stanford, known to me to be the person whose name is subscribed to the foregoing instrument as attorney in fact of Centennial Development Company of Austin, Stanford Homes, Inc., Patrick Improvement Co., Inc, Ancco Investment Corporation, Monarch Development Co., and Interstate Development Co., the parties thereto, and acknowledged to me that he executed the same as attorney in fact for the said corporations, and that the said corporations executed the same by and through him, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of January, 1960.

Handwritten signature of Notary Public

Handwritten signature of Notary Public
Notary Public in and for Travis County, Texas.

Filed Jan 27 1960 at 4:20 P.M.
Recorded Jan 29 1960 at 8:50 A.M.

THE STATE OF TEXAS
County of Travis

I, MISS EMILIE LIMBERG, Clerk of the County Court

within and for the County and State aforesaid, do hereby certify that the within and foregoing Instrument of Writing, with its Certificate of Authentication, was filed for record in my office on the 27 day of Jan, A.D. 1960 at 4:20 o'clock P.M., and duly recorded on the 29 day of Jan, A.D. 1960 at 8:50 o'clock A.M. In the DEED Book of said County, in Book No. 2139 Pages 387 to 395 inclusive.

WITNESS MY HAND and seal of the said County Court of said County, the date last above written.
By [Signature] Deputy.

MISS EMILIE LIMBERG
Clerk County Court, Travis County, Texas