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THE STATE OF TEXAS  
COUNTY OF TRAVIS

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 unsold lots in Northwest Terrace Section One, 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 21, at Page 41, of the Plat Records of Travis County, Texas; and

WHEREAS, said corporation and the undersigned parties are the owners 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, joined herein by the undersigned, being all of the owners 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 One, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Book 21, 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, except that Lot 15 in Block "A" and Lot 21 in Block "B" as shown in the recorded plat of said subdivision may be used for commercial purposes.
2. No structure shall be erected, altered, placed or permitted to remain on any of said residential lots other than one detached dwelling not to exceed two stories in height and a private garage for not more than three cars, all such dwellings to be used for single family purposes only.
3. No dwelling shall be located on any residential building lot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line nor further than 40 feet from the front property line; no building may be located nearer than 5 feet to any side lot line and all lots shall have a minimum aggregate of side yards of 15 feet; nor shall any fence, wall or hedge that exceeds 3 feet in height be installed beyond the front wall line of the respective houses.
4. Each of aforesaid lots shall be considered as a single

building site and may not be re-subdivided into any tract for building purposes less than shown on the plat aforesaid; provided and except, however, that this restriction shall not prevent the construction of a single dwelling as described in paragraph 2, supra, on any tract larger than any one of said lots.

5. 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.

6. No trailer, basement, tent, shack, barn, garage or other out-building erected in the 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 or trailer be parked on any such lots except when parked in a closed garage.

7. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00, 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 a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein; the ground area of the main structure, exclusive of one story porches, carports, storage spaces used in connection with carports, and garages, shall be not less than 1,200 square feet.

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

9. 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 finish grade elevation.

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

11. 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 or duties.

12. 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 30 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.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 29, 1994, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

14. 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.

15. Invalidation of any one of these covenants by judgment or court order shall in no wise effect 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 the undersigned have hereunto affixed their hands effective the 28th day of September, 1964.

C. DARRELL HOPKINS & ASSOCIATES, INC.

(CORPORATE SEAL)

Attest:

By: C. Darrell Hopkins  
C. Darrell Hopkins

Ruth Wolfe  
Ruth Wolfe

FOUR D BUILDERS INC.

(CORPORATE SEAL)

Attest:

By: C. Darrell Hopkins  
C. Darrell Hopkins

Ruth Wolfe  
Ruth Wolfe

Ruth Wolfe  
Ruth Wolfe

Virginia Ruth McCann  
Mrs. Virginia Ruth McCann

William A. McCann, Jr.  
William A. McCann, Jr.

Irene Roe  
Irene Roe

Tommy C. Roe  
Tommy C. Roe

Ruth Oertli  
Ruth Oertli

August W. Oertli, Jr.  
August W. Oertli, Jr.

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 7<sup>th</sup> day of Sept., 1966.

(NOTARY SEAL)

*John D. Wheat*  
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 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 FOUR D BUILDERS 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 7<sup>th</sup> day of Sept., 1966.

(NOTARY SEAL)

*John D. Wheat*  
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 RUTH WOLFE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7<sup>th</sup> day of Sept., 1966.

(NOTARY SEAL)

*John D. Wheat*  
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 WILLIAM E. McCANN, JR. and his wife, VIRGINIA RUTH McCANN, 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; and the aforesaid wife having been examined by me privily and apart from her said husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7<sup>th</sup>  
day of Sept, 1966.

(NOTARY SEAL)

John D. Wheat  
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 TOMMIE C. ROE and his wife, IRENE ROE, 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; and the aforesaid wife having been examined by me privily and apart from her said husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup>  
day of AUGUST, 1966.

(NOTARY SEAL)

John D. Wheat  
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 AUGUST W. OERTLI, JR. and his wife, RUTH OERTLI, 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; and the aforesaid wife having been examined by me privily and apart from her said husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup>  
day of AUGUST, 1966.

(NOTARY SEAL)

DEED RECORDS  
Travis County, Texas

3184 968

John D. Wheat  
Notary Public in and for Travis  
County, Texas.

FILED

SEP 12 4 10 PM '66

*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

SEP <sup>14</sup> 1966



*Emilie Limberg*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEED RECORDS  
Travis County, Texas

3184 969