

906

1-63-6024

THE STATE OF TEXAS            []  
                                  OCT 31-77 2378 \* 9.00  
COUNTY OF                    []    KNOW ALL MEN BY THESE PRESENTS:

That NPC REALTY CO., being the sole owner of all lots in Quail Hollow Section 1 a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in the Plat Book Page Plat Records of 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 900 square feet and shall cost not less than \$13,500 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 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 6600 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

DEED RECORDS  
Travis County, Texas

5953    960

1-63-6025

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. 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. 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. The Architectural Control Committee shall be NFC Realty Co., its successors or assigns, or its or their nominees from time to time selected. 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.

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.

1-63-6027

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.

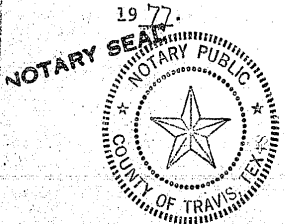
20. SEVERABILITY. Invalidation of any one of these covenants by judgment or a court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS its hand this 28<sup>th</sup> day of October, 1977.

NPC REALTY CO.  
*[Signature]*  
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 28<sup>th</sup> day of October,



*Marian J. Maery*  
Notary Public in and for Travis County, Texas

(Notary Seal) COUNTY OF TRAVIS  
STATE OF TEXAS  
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.

FILED  
OCT 31 3 36 PM '77  
*[Signature]*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS



5953 963

906

1-64-7529

~~1-63-6024~~

NOV 17-77~~23~~ 6471 \* 9.00  
 THE STATE OF TEXAS [ ]  
 OCT 31-77~~23~~ 2378 \* 9.00  
 COUNTY OF [ ] KNOW ALL MEN BY THESE PRESENTS:

That NDC REALTY CO., being the sole owner of all lots in Quail Hollow Section 1 a subdivision in the City of Austin, Travis County, Texas, according to map or plat of said subdivision recorded in the Plat Book 76, Page 48, 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 900 square feet and shall cost not less than \$13,500 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 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 6600 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

1-64-7530

~~1-63-6025~~

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.

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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.

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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.

5988 2209

~~5953 961~~

1-64-7531

~~1-63-6026~~

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.

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17. ARCHITECTURAL CONTROL. 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. 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. The Architectural Control Committee shall be NPC Realty Co., its successors or assigns, or its or their nominees from time to time selected. 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.

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.

1-64-7532

~~1-63-0027~~

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 28<sup>th</sup> day of October, 1977.

NPC REALTY CO.  
*[Signature]*  
Attorney-in-Fact

THE STATE OF TEXAS    []  
COUNTY OF TRAVIS    []    BEFORE ME, the undersigned authority,  
on this day personally appeared Lester 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 28<sup>th</sup> day of October,

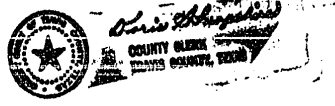
19 77.



*Marian J. Macy*  
Notary Public in and for Travis  
County, Texas

(Notary Seal) COUNTY OF TRAVIS  
STATE OF TEXAS  
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 record books  
of Travis County, Texas, as Stamped hereon by me, on

OCT 31 1977



FILED  
OCT 31 3 36 PM '77  
*[Signature]*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

5988 2211

~~5953 963~~

*Re* FILED  
Nov 17 10 08 AM '77  
*Doris S. Angove*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

1-64-7533

INDEXED  
NOTATION MADE

FILED  
OCT 31 3 35 PM '77  
*Doris S. Angove*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

*N.P.C.  
Frank Dept -  
Box 14508  
78761*

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was re-FILED on the  
date and at the time stamped hereon by me; and was duly  
re-RECORDED, in the Volume and Page of the named RECORDS  
of Travis County, Texas, as Stamped hereon by me, on

NOV 17 1977

INDEXED  
NOTATION MADE



*Doris S. Angove*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

5988 2212

RESTRICTIVE COVENANT

C14-77-066

THE STATE OF TEXAS

COUNTY OF TRAVIS

BY 10-79854 1835 \* 7.0'

2-01-4312

WHEREAS, NPC Realty Co. is the owner of the following described property,

to-wit:

Lot Twenty-Nine (29), Block "4", and Lots Nine (9) through Twenty-Two (22), inclusive, Block "9", Quail Hollow, Section One (1), a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof as recorded in Plat Book 76, Page 48, Travis County Plat Records; and

Lots Thirteen (13) through Twenty-Two (22), inclusive, Block "1"; Lots Nineteen (19), Twenty (20), Twenty-One (21), and Twenty-Three (23) through Twenty-Eight (28), inclusive, Block "4"; and Lots One (1) through Eight (8), inclusive, Block "5", Quail Hollow, Section Two (2), a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof as recorded in Plat Book 76, Page 4, Travis County Plat Records; and

WHEREAS, the City of Austin and NPC Realty Co. have agreed that the above described property should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, NPC Realty Co., for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid to the undersigned by the City of Austin, the receipt of which is hereby acknowledged, does hereby agree with respect to said property above described, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding upon it, its successors and assigns, as follows, to-wit:

There shall be erected and thereafter properly maintained a six foot (6') privacy fence along the North boundary line of Lot Twenty-Nine (29), Block "4", and Lots Nine (9) through Twenty-Two (22), inclusive, Block "9", Quail Hollow, Section One (1), a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof as recorded in Plat Book 76, Page 48, Travis County Plat Records, and along the North boundary line of Lot Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Three (23) through Twenty-Eight (28), inclusive, Block "4", and Lots One (1) through Eight (8), inclusive, Block "5", Quail Hollow, Section Two (2), a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof as recorded

2-01-4313

in Plat Book 76, Page 4, Travis County Plat Records, and along the North boundary line of Lots Nine (19), Twenty (20), Twenty-One (21), Twenty-Three (23) through Twenty-Eight (28), inclusive, Block "4" and Lots One (1) through Eight (8), inclusive, Block "5", Quail Hollow, Section Two (2), and along the East boundary line of Lot Eight (8), Block "5" and Lots Thirteen (13) through Twenty-Two (22), inclusive, Block "1", Quail Hollow, Section Two (2), a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof as recorded in Plat Book 76, Page 4, Travis County Plat Records.

If any person, persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same shall in no wise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

The failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

This agreement may be modified, amended or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owners of the above described property at the time of such modification, amendment or termination.

EXECUTED this the 19<sup>th</sup> day of October, 1978.

NPC REALTY CO.

By:   
John Reynolds, Attorney in Fact

THE STATE OF TEXAS

I

COUNTY OF TRAVIS

I

2-01-4314

BEFORE ME, the undersigned authority, on this day personally appeared John Reynolds, Attorney in Fact for NPC Realty Co., a Texas General Partnership, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19<sup>th</sup> day of October, 1978.



NOTARY SEAL

*Marwan J. Maury*  
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 or the named RECORDS of Travis County, Texas, as stamped hereon by me, on

MAY 10 1979



*Doris L. Chapman*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED  
MAY 10 10 19 AM '79  
*Doris L. Chapman*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

