

THE STATE OF TEXAS)
)
 COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

That we, Austin Corporation (hereinafter called Developer), owner of Balcones Park, Section No. 3, as shown on plat thereof, recorded in Book 5, Page 87 of the Travis County Plat Records, do hereby impress all of the property included in Balcones Park, Section No. 3, with the following restrictions, covenants, conditions and uses:

1. Designation of Use

All lots shall be used for residential purposes, with not more than one residence on any lot. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

2. Retention of Easements

Easements are reserved as indicated on the recorded plat.

3. Temporary Structures and Garage Apartments

No apartment house, house trailer, tent, shack, garage apartment or other outbuilding shall be placed, erected, or permitted to remain on any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon.

4. Separate Garages, Guest Houses, etc.

A separate garage building, servants' quarters of one story, or a one story guest house not to exceed 600 square feet of floor area will be permitted provided that such structure, or structures must be attached to the main residence by a common wall or by a covered passage-way; provided that the main dwelling be substantially completed prior to said erection and provided further that all other restrictions, covenants, conditions and uses herein are complied with.

5. Minimum Plot Size

No structure shall be erected or placed on any plot which plot has an average width of less than 90 feet. No subdivision of existing lots shall be made which would create an additional lot or plot; but this shall not prevent the modifying of boundaries of original lots in conformity with the above minimum width. For the purpose of these restrictions, a "plot" shall consist of a lot or lots having a contiguous frontage and having an average width of not less than 90 feet.

6. Size and Construction of Dwellings

All dwellings shall be of recognized standard construction, with a minimum of 25% net exterior wall surface composed of masonry materials. The dwelling erected on any plot shall cover not less than 1,400 square feet of floor area of which not less than 1,200 square feet shall be in the house proper, exclusive of garage and porches. Ornamental structures, fences and walls are permitted subject to the approval in writing of the Developer, or in his absence or inability to act by the Architectural Committee referred to under Paragraph No. 5.

7. Set-Back, Front Line, Side Line and Rear Line

No structure shall be located or erected on any lot nearer to the

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front plot line than twenty-five (25) feet, nor nearer than five (5) feet to any side plot line, except that the total combined setback from both sides shall in no event be less than fifteen (15) feet, nor nearer than twenty (20) feet to the rear plot line.

8. Architectural Control

No structure shall be erected on any plot until the design and location thereof have been approved in writing by the Developer, or in his absence or inability to act, by an Architectural Committee appointed at intervals of not more than five years, by the owners of a majority of the lots in the then platted Sections of Balcones Park.

9. General Covenants

These provisions are hereby declared to be conditions, restrictions, uses, and covenants running with the land and shall be fully binding on all persons acquiring property in Balcones Park, Section No. 3, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses, and covenants, which shall be binding until January 1, 1972. On and after January 1, 1972, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourth majority of the then owners of the lots in Balcones Park, Section No. 3, each lot, or plot, to admit of one vote.

10. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in Balcones Park, Section No. 3, to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from so doing or to recover damages for such violations. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the enforcement of any such covenant, condition, restriction or use.

Invalidation of any one or any part of these conditions, restrictions, uses, or covenants by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

WITNESS OUR HANDS this the 20th day of February A.D. 1953.

ATTEST:

Kay Bouley
Secretary.

AUSTIN CORPORATION

David B. Barrow
Vice President

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned, a Notary Public in and for Travis County, Texas, on this day personally appeared David B. Barrow, Vice President of Austin Corporation, 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 Austin Corporation, 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 20th day of February A. D. 1953.

Yvonne Lytle
Notary Public in and for Travis County, Texas.
YVONNE LYTLE

Filed for Record Feb. 20, 1953 at 11 A. M.
Recorded Feb. 23, 1953 at 8:45 A.M.

