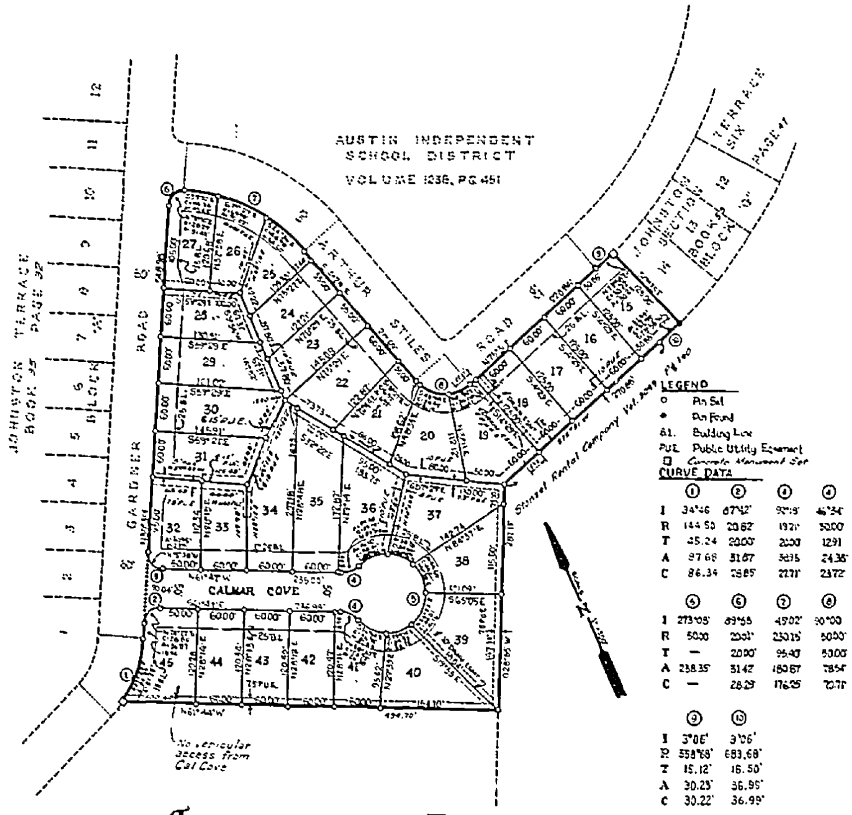

JOHNSTON TERRACE
SECTION VII

THE STATE OF TEXAS:
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS, That I, Cal Marshall, owner of 6.35 acres of land out of the J.C. Tannehill League, in the City of Austin, Travis County, Texas, conveyed to me by deed recorded in Volume 3772, Page 1078 of the Deed Records of Travis County, Texas, hereby subdivide the said 6.35 acres to be known as JOHNSTON TERRACE, SECTION VII, and adopt this map of subdivision hereby dedicating to the public use the streets and easements as shown thereon.

WITNESS MY HAND this the 20th day of JULY, 1971, A.D.

Cal Marshall

THE STATE OF TEXAS:
COUNTY OF TRAVIS :

BEFORE ME, a Notary Public in and for Travis County, Texas, on this day personally appeared Cal Marshall known to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE this the 20th day of JULY, 1971, A.D.

Notary Seal

Rosemarie Suttons
Notary Public in and for Travis County, Texas

APPROVED FOR ACCEPTANCE:

20 August 1971
Date

Richard Lillie by Arthur Williams
Richard R. Lillie, Director of Planning

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AUSTIN, TEXAS this the _____ day of _____ 1971, A.D.

E. L. Reeves
Secretary

S. P. Kinnard
Chairman

FILED FOR RECORD at 10:50 o'clock A.M., this the 24 day of August, 1971, A.D.

Beulah Zinn
Deputy

Doris Shropshire
Doris Shropshire, Clerk, County Court, Travis County, Texas

THE STATE OF TEXAS:
COUNTY OF TRAVIS :

I, Doris Shropshire, Clerk of the County Court within and for the County and State aforesaid do hereby certify that the foregoing instrument of writing with its Certificate of Authentication was filed for record in my office on the 24 day of August, 1971, A.D., at 10:50 o'clock A.M., and duly recorded on the 24 day of August, 1971, A.D., at 10:50 o'clock A.M., in the Plat Records of said County in Plat Book 55, Page 77.

WITNESS MY HAND AND SEAL OF THE COUNTY OF SAID COUNTY.

Beulah Zinn
Deputy

Doris Shropshire
Doris Shropshire, Clerk, County Court, Travis County, Texas

THIS IS TO CERTIFY THAT AUSTIN CITY CODE CHAPTER 23.27 OF 1954 HAS BEEN COMPLIED WITH.

For Restrictions see Book 4136 page 65, Deed Records, Travis County, Texas.

Doris Schropshire, County Clerk, Travis County, Texas
By: Kathryn Ada Deputy

SURVEYED BY:
BRYANT-CURINGTON, INC.
Engineers Planners

C. W. Curington 1307 Registered Public Surveyor

7-2-'71
Date

C8-71-76

EHS:eao/8-25-71

AUG.25-71 5664 * 6.50

47-0452

THE STATE OF TEXAS)
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS)

That I, Cal Marshall, owner of Lots Fifteen (15) through Forty-Five (45), inclusive, Johnston Terrace, Section Seven (7), for the protection of purchasers and owners of said subdivision, and for my own benefit and for the benefit of each and every person who may own property in said subdivision in the future, do here now and hereby make, charge and place the following described property, to-wit:

> Lots Fifteen (15) through Forty-Five (45), inclusive Johnston Terrace, Section 7, a subdivision in Travis County, Texas, according to the map or plat of record in Book 55, Page 77, of the Plat Records of Travis County, Texas, to which record reference is here made for all pertinent purposes.

All of such above described property shall be subject to the following restrictions and/or covenants, except as hereinafter provided:

1. None of said lots shall be used except for residential purposes. No building shall be erected, altered placed or permitted to remain on said lots other than a one detached single family dwelling or a two family duplex dwelling. A building shall not exceed two and one-half stories in height, except Lot 32, which shall be a duplex lot and no more than two fami lies per dwelling shall occupy a duplex; and Lot Forty-Five (45) shall be a fourplex.

2. No building shall be erected or placed on any of said lots in Johnston Terrace, Section Seven (7), 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 Cal Marshall, or his heirs, or assigns, or representative designated in writing by Cal Marshall. If said building plans and specifications and said plot plan be not approved or disapproved within thirty days

47-0453

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 shall be conclusively presumed to have been had and obtained.

3. No building, exclusive of open porches, garages, carports and patios shall be permitted on any of said lots at a cost of less than $8,000.00 based upon cost levels prevailing on the date these covenents are recorded, it being the intention and purpose of the covenants to assume that all dwellings shall be of a quality of workmanship and new materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet for a one-story dwelling, nor less than 1,400 square feet for a dwelling of more than one story.

4. No building shall be located on any of said lots nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any of said lots nearer than 25 feet to the front lot 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 minumum building setback line. No dwelling shall be located on any of the interior lots nearer than 25 feet to the rear lot lines. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the

47-0454

building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

5. No dwelling shall be erected or placed on any of said lots having a width of less than 50 feet at a minimum building setback line nor shall any dwelling be erected or placed on any of said lots having an area of less than 5,750 square feet. No duplex shall be erected or placed on a duplex lot having an area of less than 7,000 square feet.

6. Twenty-five percent (25%) of the area of the front exterior wall on the ground floor of each dwelling erected in this subdivision shall be of masonry construction.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

8. No noxious or offensive activity shall be carried on upon any of said lots, 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 outbuilding shall be used on any of said lots at any time as a residence either temporarily or permanently, nor shall any structure which has been erected elsewhere be moved onto any lot.

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.

47-0455

11. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any of said lots, nor shall oil wells, tanks, tunnels, mining excavations, or shafts be permitted upon or in any of them. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of said lots.

12. No part of any of said lots shall ever be used for a business or commercial purpose or for carrying on a trade or profession.

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 of said lots, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

15. None of said lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. 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 sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot herein described within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of street lines, or in the case of a rounded property corner from the intersection of the street property lines

#7-0456

extended. The same sight line limitations shall apply on any of said lots within ten 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 sufficient height to prevent obstruction of such sight line.

17. No fence, wall, or hedge shall be built or maintained forward of the front wall line of any dwelling erected on any of said lots.

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 period of ten years unless an instrument signed by a majority of the then owners of the lots in Johnston Terrace, Section Seven (7) has been recorded, agreeing to change said covenants, conditions, and restrictions, in whole or in part.

20. Enforcement shall be by proccedings 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 nowise affect any of the other provisions, which shall remain in full force and effect.

EXECUTED on this the 25 day of aug —, 1971.

Cal Marshall
CAL MARSHALL

47-0457

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

Before me, the undersigned authority, on this day personally appeared CAL MARSHALL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of Aug, 1971.

Dorothy A. Watson
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

NOTARY SEAL

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

AUG 25 1971

Doris A. Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
Aug 25 3 31 PM '71
Doris A. Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

4136 70