

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

THAT Allandale Estates Development Company, Andrewartha Homes, Inc., Pringle Real Estate, Inc., all Texas corporations, and Stan Rodgers, as owners of all lots in Allandale Estates, Section 1 (except for Block F 1), an addition to the City of Austin, Travis County, Texas, according to the map or plat of said addition of record in Book 22, Page 44, of the Travis County Plat Records, hereby impose the following covenants, conditions, reservations and restrictions upon all of said lots in said Allandale Estates, Section 1, with the exception of Block F 1 of said Allandale Estates, Section 1, which block is expressly excluded from these restrictions, hereby adding to and supplementing, and at the same time, incorporating herein and ratifying those restrictions previously imposed by Allandale Estates Development Company on March 18, 1966, which are duly recorded in Volume 3100, Pages 680-687 of the Records of Travis County, Texas:

1. None of said lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling not to exceed two and one-half stories in height and an attached, private, enclosed garage for not more than two cars.
2. No building shall be erected or placed on any of said lots 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 Allandale Estates Development Company, a Texas corporation, or its successors, or a representative designated in writing by Allandale Estates

Development Company or its successors. If said building plans and specifications and said plot plan be not approved or disapproved within thirty (30) 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 and specifications and of the plot plan shall be conclusively presumed to have been had and obtained.

3. No dwelling, exclusive of open porches, garages, carports and patios, shall be permitted on any of said lots at a cost of less than \$9,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a 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 stated herein for 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 1,100 square feet for a one-story dwelling except that on Lots 5 and 6, Block "A" and Lots 2, 3 and 5, Block "D", the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a dwelling of more than one story. Any dwelling erected on any lot shall have outside walls of at least 25% masonry of stone, brick or tile.

A sidewalk conforming to City of Austin specifications is to be installed parallel to the curb on each lot in the subdivision, coincidental with the dwelling construction. As to corner lots, this requirement shall include both front and side lot lines and the accompanying responsibility for extending such sidewalks to the corner curbs. Each lot shall, coincidental with the dwelling construction, have a post lamp installed in the front yard.

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 set-back lines shown on the recorded plat. In any event, no building shall be located on any of said lots nearer than 25 feet to nor farther than 40 feet from the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that any garage or other permitted accessory building located 50 feet or more from the minimum building set-back line may be 3 feet from the lot line. No dwelling shall be located on any of the interior lots nearer

than 25 feet to the rear lot line. For the purposes of this covenant, 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 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 the minimum building set-back line nor shall any dwelling be erected or placed on any of said lots having an area of less than 6,000 square feet, except that dwellings may be erected or placed on lots as shown on the recorded plat of Allandale Estates, Section 1.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Allandale Estates, Section 1. and over the rear five feet (5') of each lot.

7. 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.

8. 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.

9. No sign of any kind shall be displayed to the public view on any of said lots except one professional 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.

10. 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.

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

12. No corner lot may be resubdivided or used so as to permit an additional dwelling to face on a side street.

13. 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.

14. 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 sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. 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 rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any of said lots within ten feet (10') 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 for such sight lines.

16. No fence, wall, or hedge shall be built or maintained forward of the front wall line of any house erected on any of said lots. No existing dwelling shall be moved onto any lot in this subdivision.

17. It is further specifically provided that, in order to prevent undue hardship upon any owner or owners of any individual lot or lots in said subdivision, variance from these restrictions as to the percentage of masonry construction and as to minor changes in location of the structure upon the respective lot or lots, may be granted by the architectural control committee, said approval of variances to be by an instrument in writing to be duly acknowledged and to be recorded in the Deed Records of Travis County, Texas, if and when such approval of variances shall ever be granted.

18. Each lot in Allandale Estates, Section 1, is hereby subject to an annual maintenance charge and assessment, not to exceed \$4.00 per month or \$48.00 per annum, for the purpose of creating a fund to be designated and known as the "Maintenance Fund", which maintenance charge and assessment will be paid by the owner or owners of each lot within Allandale Estates, Section 1, to Allandale Estates Community Improvement Association, Inc., in advance quarterly installments, commencing January 1, 1967. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors of Allandale Estates Community Improvement Association, Inc. as the needs of the subdivision may in the judgment of the Board of Directors of that corporation require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$4.00 per lot per month, or \$48.00 per lot per year. The present owners of the property hereinabove described and their successors and assigns agree to pay their and each of their proper proportion of said assessment for all lots in Allandale Estates, Section 1, which are fully developed and saleable building sites. Allandale Estates Community Improvement Association, Inc. shall use the proceeds of said maintenance fund for the use and benefit of the owners of property in Allandale Estates, Section 1, as well as all subsequent sections which are subdivided out of the 137.22 acres of land situated in the County of Travis, State of Texas, out of the James P. Wallace One-Third League Survey No. 18 in Travis County, Texas, being the property conveyed to C. Harold Wallace, Trustee, in three conveyances, one recorded in Volume 2802, Page 159, covering 54.4 acres; one recorded in Volume 2879, Page 518 covering 72.56 acres; and one recorded in Volume 2879 Page 522 covering 10.26 acres, all in the Deed Records of Travis County, Texas, and reference is here made to said conveyances and the recordings thereof for a more particular description of said property, and for such other tracts, parcels, sections, additions or subdivisions of land which are owned by Allandale Estates Development Company, its successors and assigns, out of which future sections and/or subdivisions may henceforth be subdivided, provided, however, that each future section or subdivision to be entitled to the benefit of this Maintenance Fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform per lot basis (excepting multi-family and commercial lots), equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of Allandale Estates Community Improvement Association, Inc. All lots in any such sections and/or subdivisions which are

designated or zoned for more than two-family residential use or commercial use are, however, hereby excluded from this annual maintenance charge and assessment and from any benefits of this Maintenance Fund. Uses and benefits to be provided by said association shall include, by way of clarification and not requirement or limitation, constructing and maintaining parks, parkways, rights-of-way, easements, esplanades and other public areas; collecting and disposing of garbage, ashes, rubbish and the like; providing, maintaining and operating recreational facilities; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting said property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the Allandale Estates Community Improvement Association, Inc. to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of the Board of Directors of Allandale Estates Community Improvement Association, Inc. in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

19. To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described, there shall be deemed to have been reserved in each deed by which Allandale Estates Development Company shall convey such properties, or any part thereof, the vendor's lien, which vendor's lien shall be further deemed to have been transferred to Allandale Estates Community Improvement Association, Inc. and to be for its benefit, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceedings to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the

delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

20. Any assessments accruing hereunder which are not paid when due shall bear interest at the rate of 10% per annum from their due date until paid.

21. Allandale Estates Community Improvement Association, Inc. is a non-profit corporation, duly incorporated under the laws of the State of Texas.

22. 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 (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in Allandale Estates, Section 1, has been recorded, agreeing to change said covenants, conditions and restrictions, in whole or in part.

23. 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.

24. 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 this the 5<sup>th</sup> day of JULY, 1966.

(CORPORATE SEAL)

ATTEST:

*Jack E. Crain*  
Secretary

ALLANDALE ESTATES DEVELOPMENT COMPANY

By *Jack Andrewartha*  
Jack Andrewartha, President

(CORPORATE SEAL)

ATTEST:

*Phil Mockford*  
Phil Mockford, Secretary

ANDREWARTHA HOMES, INC.

By *Jack Andrewartha*  
Jack Andrewartha, President

DEED RECORDS  
Tarrant County, Texas

3171 390

PRINGLE REAL ESTATE, INC.

ATTEST:

Smith B. Resolution  
Secretary

By Walter D. Pringle  
President

Stan Rodgers  
Stan Rodgers

THE STATE OF TEXAS |

COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared Jack Andrewartha, President of Allandale Estates Development Company, a Texas corporation, 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, as the act and deed of Allandale Estates Development Company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26<sup>th</sup> day of July, A. D. 1966.

(NOTARY SEAL)

Steve Lenzo  
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 Jack Andrewartha, President of Andrewartha



Homes, Inc., a Texas corporation, known to me to be the person and office whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of Andrewartha Homes, Inc., and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26<sup>th</sup> day of July, A. D. 1966.

(NOTARY SEAL)

Bates Lanzo  
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 WILEY D. PRINGLE, President of Pringle Real Estate, Inc., a Texas corporation, 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 as the act and deed of Pringle Real Estate, Inc., and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26<sup>th</sup> day of JULY, A. D. 1966.

(NOTARY SEAL)

Marie Wenger  
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 Stan Rodgers, 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 consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this  
the 27<sup>th</sup> day of July, A. D. 1966.

(NOTARY SEAL)

Enzo  
Notary Public in and for Travis County,  
Texas

Enzo  
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

Mortgage and Trust, Inc., duly organized under the laws  
of the State of Texas, acting by and through its duly authorized  
officers, as the only lienholder of the above described properties,  
does hereby ratify, adopt and join in the "Reservations, Restrictions  
and Covenants in Allandale Estates, Section 1.", as hereinabove  
set forth.

IN TESTIMONY WHEREOF, Mortgage and Trust, Inc. has  
caused these presents to be signed by its VICE President,  
thereunto authorized, attested by its ASSISTANT Secretary, and  
its common seal hereunto affixed this the 26<sup>th</sup> day of JULY,  
A. D. 1966.

MORTGAGE AND TRUST, INC.

ATTEST:

(CORPORATE SEAL)

Christy Secretary      Enzo Vice President

THE STATE OF TEXAS |  
COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared JAMES E. CROZIER, VICE President of Mortgage and Trust, Inc., a Texas corporation, 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, as the act and deed of Mortgage and Trust, Inc., and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26<sup>th</sup> day of JULY, A. D. 1966.

(NOTARY SEAL)

Bette Lenzo  
Notary Public in and for Travis County,  
Texas

BETTE LENZO  
Notary Public, 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

JUL 29 1966



Emilie Limberg  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

JUL 28 8 50 AM '66

EMILIE LIMBERG  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

-11-

DEED RECORDS  
Travis County, Texas

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