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THE STATE OF TEXAS:

: KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS:

That Northtowne West Co., a Joint Venture composed of

Crest Hills Development Co., a Texas Corporation, Cherry Heights Co., Inc., a Texas Corporation and Parkview Estates Corp., a Texas Corporation, all of Travis County, Texas, acting by and through Nash Phillips who acts herein with the expressed consent of each of the members of the Joint Venture and as their Agent and Attorney in Fact pursuant to that certain power of attorney executed by them dated December 31, 1963, recorded in Book 2743, Page 24, Power of Attorney Records of Travis County, Texas, being the sole owner of Allandale Place, Section 1, in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in Plat Book 21, Page 37, Plat Records of Travis County, Texas, hereby impose the following covenants, conditions and restrictions upon all of said property:

1. No lot shall be used except for residential purposes. With the exception of Lots 3-A through 9-A, Block L, Lots 1-A and 2-A, and Lots 16-A through 32-A, Block N, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling. On Lots 3-A through 9-A, Block L, Lots 1-A and 2-A, and Lots 16-A through 32-A, Block N, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and/or one detached two family dwelling.

2. No building shall be erected or placed on any lot in Allandale Place, Section 1, 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 the Northtowne West Co., or its successors. If said building plans and specifications and said 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 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, patios, and carports, shall be permitted on any lot 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 this covenant to assure

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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.

4. The total floor area of the main structure, exclusive of one story open porches and garages or carports, shall not be less than 1050 square feet.

5. No building shall be located on any lot nearer to the front lot line or near 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 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 line. No dwelling shall be located on any 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 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 another lot.

6. 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 6,000 square feet, except that dwellings may be erected or placed on lots as shown on the recorded plat of Aliandale Place, Section 1.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

8. 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.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be placed on any lot at any time as a residence either temporarily or permanently.

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.

11. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, 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.

12. 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 the Northtowne West Co., its successors or agents may erect and maintain sales offices and exhibit houses in Allendale Place, Section 1.

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 lot, except that dogs, cats or other household pets may be kept provided that they are <sup>not</sup> kept bred or maintained for a commercial purpose.

15. No lot 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.

16. No fence, wall, hedge or shrub planting which obstructs sightlines 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 property lines extended. The same sightline limitations shall apply on any lot within 10 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 a sufficient height to prevent obstruction of such sightlines.

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

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 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 Allandale Place, Section I has been recorded, agreeing to change said covenants, conditions and restrictions, in whole or in part.

20. 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.

21. Invalidation of any one of these covenants by judgement or a court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

Witness its hand this 17 day of February, 1965.

Cherry Heights Co., Inc.  
Parkview Estates Corp.,  
Crest Hills Development Co., all  
composing a Joint Venture known as  
NORTHTOWNE WEST CO.

BY: [Signature]  
Agent and Attorney in Fact for  
each and all of said Corporations

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

BEFORE ME, the undersigned authority, a Notary Public in and for  
the County and State aforesaid, on this day personally appeared

Nash Phillips known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney in Fact for Crest Hills Development Co., Cherry Heights Co., Inc., and Parkview Estates Corp., each a Texas Corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporations, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of February, 1965.

[Signature]  
Notary Public, Travis County, Texas

(NOTARY SEAL)

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THE STATE OF TEXAS :

COUNTY OF TRAVIS :

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 Place, Section I," as hereinabove set forth.

IN TESTIMONY WHEREOF, Mortgage and Trust, Inc. has caused these presents to be signed by James E. Crozier, its Vice-President, thereunto authorized, attested by its Assistant Secretary, Audrey A. Cromeans, and its common seal hereunto affixed this 18 day of February, 1965.

(CORPORATE SEAL)

MORTGAGE AND TRUST, INC.

ATTEST:

BY James E. Crozier  
Vice-President

Audrey A. Cromeans  
Assistant Secretary

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 18th day of February, 1965.

(NOTARY SEAL)

Wm. R. Schreiner  
Notary Public, Travis County, Texas

THIS INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ON FEBRUARY 23, 1965, AT 10:00 A.M. BY THE COUNTY CLERK.



Emilie Linnberg  
COUNTY CLERK,  
TRAVIS COUNTY, TEXAS

FILED  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS  
FEB 23 1965

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