

10-6979

R E S T R I C T I O N S

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That Allandale Estates Development Co., a Texas corporation, acting by and through its duly authorized officers, the sole owner of Allandale Estates, Section Four, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in Book 43, page 24, Plat Records of Travis County, Texas, to which map or plat and its record reference is here made for further description, being a subdivision of 20.95 acres, more or less, out of the James P. Wallace Survey No. 18, in Travis County, Texas, in consideration of the mutual benefits which will accrue to the owners of lots in said subdivision, hereby adopts the following restrictions for the development of said subdivision, which restrictions will be binding upon Allandale Estates Development Co. and each respective successor in title to each lot in Allandale Estates, Section Four:

1. LAND USE AND BUILDING TYPES. All lots shall be used for residential purposes only.

No building shall be erected, altered, placed or permitted to remain on:

- (A) Lots 2 through 16, Block J; Lots 1 through 7, and lots 10 through 16, Block K; Lots 1 through 17, Block L; and Lots 20 through 23, Block G, other than a single family dwelling;
- (B) Lots 17 through 21, Block J; Lots 8, 9 and 17, Block K; and Lot 18, Block L, other than a duplex (two family dwelling); and,
- (C) On the remaining lots, multi-family units, or those uses authorized in paragraphs (A) and (B) above.

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2. ARCHITECTURAL CONTROL. No improvements shall be erected, placed, or altered on any lot until the construction plans and specifications of the proposed improvements and plot plan, including, but not limited to, location of the building, sidewalks, driveways, area coverage, and setbacks, have been approved in writing by the Architectural Control Committee. The approval of the Committee shall not be unreasonably withheld.

In the event the Committee refuses to approve the plans and specifications and the plot plan, the owner may have the Committee's decision submitted to arbitration. If he elects to arbitrate, he shall, within ten days after the Committee has disapproved said plans and specifications and plot plan, notify the Committee in writing, certified mail, return receipt requested, that he wishes to have the decision of the Committee arbitrated. Within ten days after receipt of such notice, the owner shall appoint an arbitrator, the Committee shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Such arbitration shall be in accordance with the procedures established by the American Association of Arbitrators, and the decision of said arbitrators shall be binding on all parties. All costs of arbitration, including the Committee's arbitrator, shall be paid by the party requesting such arbitration.

The Architectural Control Committee shall be composed of Wiley D. Pringle, Howard D. Pringle, Jack Andrewartha and G. L. Brown, Jr. Any two members of said Committee may make a decision and such decision shall be binding on all members thereof. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to act until the member or members have been replaced.

The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove a set of plans and specifications, and plot plan for the improvements to be erected on any lot, or the plans and specifications for alteration of said improvements, within

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thirty days after the same have been submitted to the Committee, then and in that event the same shall be deemed approved. All plans and specifications shall be delivered to Allandale Estates Development Co. at its office, 2300 Pasadena, Austin, Travis County, Texas, or such other address as it may designate, and the date received by the company shall be considered the date of delivery.

3. BUILDING SIZE. No single family dwelling shall be constructed, placed, altered, or permitted to remain on any lot, unless the area thereof, exclusive of open porches and garage or carport, is one thousand one hundred square feet, or more.

4. MASONRY. Each single family dwelling shall have not less than 25% of its exterior walls of masonry construction, unless this requirement is adjusted or waived by the Architectural Control Committee in writing.

5. EASEMENT. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid plat and over the rear seven and one-half feet of each lot. Within these easements, no structure, planting, or other material shall be constructed, placed, altered, or permitted to remain which damages or interferes with the installation, operation, or maintenance of such facilities.

6. TEMPORARY STRUCTURES. No structure of a temporary character, nor any trailer, tent, shack, barn, or other out-building shall be constructed, placed, altered, or permitted to remain on any lot, either temporarily or permanently, without the prior written consent of the Architectural Control Committee. No residential building may be moved upon any lot in this addition.

7. SIGNS. No signs of any kind shall be displayed for public view on any lot except reasonable signs advertising the property for sale or rent or advertising the building, architect, or suppliers during construction, without the prior written consent of the Architectural Control Committee.

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8. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations at any time shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lots. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any lot.

9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, other than dogs, cats, or other household pets not raised, bred, or kept primarily for commercial purposes.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All rubbish, trash, garbage, or waste shall at all times be kept in sanitary containers maintained in a clean and sanitary condition.

11. NUISANCE. No obnoxious or offensive trade or activity shall be carried on on any lot or in the improvements constructed thereon. The decision of the Architectural Control Committee as to what is or is not an obnoxious or offensive trade or activity shall be final and binding on all persons.

12. SIGHT DISTANCES. No fence, wall, hedge, shrub, plant, or tree shall be constructed, placed, altered, or permitted to remain nearer to any street than the minimum building setback lines shown on the aforesaid plat without prior approval in writing of the Architectural Control Committee.

13. MISCELLANEOUS.

(A) These covenants are to run with the land and shall be binding on all future owners of all lots in Allandale Estates, Section Four, and all persons claiming under them for a period of thirty years from the date these covenants are recorded. After that time these covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of

10-6984

EXECUTED at Austin, Texas, this 12th day of November, 1968.

ATTEST: [Signature] ALLANDALE ESTATES DEVELOPMENT CO.

Secretary Jack Andrewartha, President

(CORPORATE SEAL)

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

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

Given under my hand and seal of office on this the 12th day of November, 1968.

[Signature]  
Notary Public, Travis County, Texas

(NOTARY SEAL)

Mortgage and Trust, Inc., acting by and through its duly authorized officers, the holder of a promissory note executed by Allandale Estates Development Co., payable to the order of Mortgage and Trust, Inc., dated the 12 day of November, 1968, secured by a deed of trust lien granted in a deed of trust of even date with said note, hereby joins in these restrictions and by the execution hereof, subordinates the liens securing payment of said note to these restrictions.

MORTGAGE AND TRUST, INC.

C. Harold Wallace  
Vice President

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared C. Harold Wallace, President of Mortgage and Trust, Inc., a Texas corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office on this the 15 day of November, 1968.

[Signature]  
Notary Public, Travis County, Texas

(NOTARY SEAL)

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FILED  
Nov 20 7 44 AM '88  
*Emily A. Dossberg*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

*Notation made*  
~~INDEXED~~

*Amended  
2300 Pasadena  
MS*

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereby 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

NOV 21 1988



*Emily A. Dossberg*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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