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

THAT Allandale Estates Development Company, a Texas corporation as the sole owner of all lots in Allandale Estates, Section One (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 imposes the following covenants, conditions, and restrictions upon all of said lots in said Allandale Estates, Section 1, with the exception of Block F1 of said Allandale Estates, Section 1, which Block is expressly excluded from these restrictions:

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 successor. 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

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Travis County, Texas

3100 680

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 I.

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

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

19. 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.

20. 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 18th day of MARCH, 1966.

(CORPORATE SEAL)

ALLANDALE ESTATES DEVELOPMENT
COMPANY

By [Signature]
Jack Andrewartha, President

ATTEST:

[Signature]
Secretary

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DEED RECORDS 3100 685
Travis County, Texas

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 18th day of MARCH, A. D. 1966.

NOTARY SEAL

Cora Queen Maxwell
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 I.", as hereinabove set forth.

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DEED RECORDS
Travis County, Texas

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IN TESTIMONY WHEREOF, Mortgage and Trust, Inc.
has caused these presents to be signed by its VICE President,
thereunto authorized, attested by its Asst. Secretary, and
its common seal hereunto affixed this the 18th day of MARCH,
A. D. 1966.

MORTGAGE AND TRUST, INC.

ATTEST:

Audrey A. Cromwell James E. Crozier
Assistant Secretary Vice President

(CORPORATE SEAL)

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

18th day of MARCH, A. D. 1966.

(NOTARY SEAL)

Eva Daven Maxwell
Notary Public in and for Travis County, Texas

DEED RECORDS
Travis County, Texas

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[Handwritten signature]

FILED
MAR 21 3 02 PM 1966

Emilie Limberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

NOT RETURNED TO
RECORDS SECTION
FOR THE YEAR 1966
SUBMIT, PLEASE

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

MAR 22 1966

DEED RECORDS
Travis County, Texas

3100 688



Emilie Limberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS