

Caldwell, Vera

From: Outon, Susan
Sent: Thursday, September 20, 2007 9:57 AM
To: Caldwell, Vera
Subject: 2702998

Need a copy of restrictions in Vol. 1013 Page 310.....very old!

Susan Outon

Branch Manager/Escrow Officer
Chicago Title Insurance Company
950 Westbank Suite 101
Austin, Texas 78746
Phone (512) 328-7991
Fax (512) 328-7996
susan.outon@ctt.com

Proactively Seeking Excellence...

CONFIDENTIALITY NOTICE: This message and its attachments are intended only for the use of the individual or entity who is the intended recipient and may contain information that is privileged, confidential and exempt from disclosure or any type of use under applicable law. If the reader of this message is not the intended recipient, or the employee, agent or representative responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message is strictly prohibited. If you have received this message in error, please reply immediately to the sender

9/20/2007

THE STATE OF TEXAS |
 COUNTY OF TRAVIS |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Austin Development Company is the owner of the certain 87.7 acres of land out of the George W. Spear League situated in Travis County, Texas as recorded in Volume 852, Page 370-372 of the Deed Records of Travis County, Texas, and hereinafter more fully described;

AND WHEREAS said owner is contemplating in the future that it will subdivide said acreage into blocks and lots and lay out and dedicate certain portions thereof for streets and parkways and reserve easements for installation of public utilities or in any event will sell part of said acreage of land to other persons for residential purposes;

AND WHEREAS said owner now desires to make known to the public what restrictions, covenants, and conditions it will apply to said land if and when said owner subdivides said acreage or when said owner sells said land or any part thereof;

NOW THEREFORE, the Austin Development Company, who is the owner of the following described land, to-wit:

That certain tract of land out of the George W. Spear League situated in Travis County, Texas as recorded in Vol. 852, Page 370-372 of the Deed Records of Travis County, Texas and more particularly described by meter and bounds as surveyed by Marvin Turner, Registered Professional Engineer, on December 8, 1949, to-wit:

Beginning at a concrete monument situated on the North side of St. Johns Avenue and the most westerly corner of Lot 22, Block "D" of Crestview Addition, Section No. Two, an addition to the City of Austin, Travis County, Texas according to the plat or map of said Addition as recorded in Book No. 5, page, No. 13 of the Plat Records of Travis County, Texas:

THENCE North 29 degrees 48 min. East 403.55 feet along the City Limit Line of Austin, Texas, to an iron stake; said stake being on the most northerly corner of Lot No. 22 in Block "G" of the Resubdivision of Crestview Addition, Section No. Two as recorded in Book No. 5, Page 88 of the Plat Records of Travis County, Texas;

THENCE continuing North 29 deg. 43 Min. East 1651.15 feet along the City Limit Line of Austin, Texas, to an iron stake for a corner;

THENCE South 59 Deg. 52 Min. East 523.04 feet to an iron stake for a corner;

THENCE North 29 Deg. 56 Min. East 322.93 Feet to an iron stake for a corner;

THENCE South 53 Deg. 59 Min. East 359.55 feet to an iron stake

for a corner;

THENCE South 8 Deg. 50 Min. East 2110.21 feet along the H. and T. C. R.R. right-of-way to an iron stake for a corner;

THENCE South 39 Deg. 34 Min. West 320.39 feet to an iron stake for a corner, said stake being on the most Easterly Corner of Lot No. 8, in Block "A" of the Resubdivision of Crestview Addition, Section No. 2 to the City of Austin, Travis County, Texas according to the plat of said Addition as recorded in Book 5, Page 88 of the Plat Records of Travis County, Texas;

THENCE North 59 Deg. 38 Min West 134.53 feet to an iron stake, said stake being situated on the East side of Grover Avenue of the City of Austin, Texas and the most northerly corner of said Lot No. 8 in said Block "A" in said Resubdivision of said Crestview Addition, Section No. 2;

THENCE North 48 Deg. 03 Min West 65.84 feet to an iron stake; said stake being the most easterly corner of Lot No. 40 in Block "F" of said Resubdivision of said Crestview Addition, Section No. 2, and being on the West side of said Grover Avenue;

THENCE North 59 Deg. 38 Min West 1040.63 feet to an iron stake, said stake being on the East side of Woodrow Avenue in the City of Austin, Travis County, Texas, and being the most northerly corner of Lot No. 22, in Block "F" of said Resubdivision of said Crestview Addition, Section no. 2;

THENCE an arc distance of 135.71 feet on a curve to the left whose radius is 801.63 feet and whose cord is North 8 Deg. 58 Min West 135.55 feet to an iron stake;

THENCE South 80 Deg 34 Min. West 81.27 feet across the said Woodrow Avenue to an iron stake;

THENCE South 79 Deg. 48 Min. West 32.16 feet to an iron stake;

THENCE an arc distance of 50.41 feet on a curve to the left whose radius is 390.87 feet and whose cord is South 76 Deg 01 Min West 50.37 feet to an iron stake, said stake being the most Easterly corner of Lot No. 43 in Block "G" of said Resubdivision of said Crestview Addition, Section No. 2;

THENCE North 59 Deg and 38 Min West 747.59 feet to the place of beginning and containing 69.7 Acres of land;

does by these presents impress all the property above described with the following restriction, covenants and conditions, to-wit:

1. All the above described land except that portion thereof which may later be dedicated for roads, parks, or reserved by easement for installation of utilities, shall be used for residential purposes ONLY, and no part thereof shall ever be used for business purposes; provided, that with the consent of the City of Austin Zoning Board, a sales office may be maintained in this addition by the said Austin Development Company or its assigns;

2. No part of the premises or property above described shall ever be used, occupied or owned by, or held for, or rented, leased, sold, deeded, or conveyed to, or otherwise become the property of, or come into the use or possession of, any person or persons other than white persons of strict Caucasian blood; provided, this covenant shall not prevent occupancy of servants' quarters by domestic servants of a different race or nationality employed by an owner or tenant on the premises.

3. No trailer-house, tent, shack, garage, barn, or other outbuildings, (excepting servants' quarters occupied by servants of an owner or tenant) shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No previously constructed building shall be moved onto any part of the premises above described without the written consent obtained from the said Austin Development Company or its assigns.

4. If and when the above described premises are subdivided into lots and blocks and streets and parkways are dedicated to the public use:

(A.) Not more than one dwelling house, which shall be a single-family house or a duplex house, with the necessary out-houses and servants' quarters, shall be erected or placed on any building lot; provided, however, a garage apartment shall not be built upon any building plot until after a residence complying with these restrictions has been erected thereon and occupied, then a garage apartment may be built to the rear of said residence so erected and occupied;

(B.) For the purposes of these restrictions, a "building plot" shall consist of a lot or part of a lot or lots, and shall have a contiguous frontage of fifty feet on a street.

(C.) No lots or blocks shall be subdivided into building plots having less than five thousand seven hundred fifty square feet of area or width of less than fifty feet each;

(D.) The dwelling house, as distinguished from out-houses and servants' quarters, shall face the street upon which the lot fronts. The front building line of all lots shall be thirty feet from the front property line of the premises; and no residence nor any part thereof, no outbuildings of any kind, and no solid board fence, shall ever be erected or placed upon the area between said building line and the front property line; provided, however, the porch in front of the front door of any residence may extend from said front building line toward the front property line not more than six feet. No building shall be located nearer than fifteen feet to any side street line, nor nearer than five feet to the rear property line of any lot. No building shall be occupied as living quarters until all outside construction thereof shall have been completed, including all painting. Frame residence shall have two coats of paint. Any detached garage, garage apartment, servants' quarters, or other outbuildings, shall be located to the rear of the dwelling house, shall be slightly and of neat construction and if wooden construction painted with two coats of paint at the time of construction. When any dwelling accommodations are constructed or placed on any building plot, the owner shall at the same time construct a sanitary septic tank of the type approved by the City and State Health Department, or connected with the City sewage main if available.

(E.) No one-story residence building shall be erected or placed on any building plot unless said building has at least Eight hundred square feet of floor space area (exclusive of porches) and a width of at least thirty feet at the front building line;

(F.) No two-story residence building shall be erected or placed on any building plot, unless said building has at least one thousand and fifty square feet of floor space area (exclusive of porches) and at least six hundred fifty square feet of floor space area in the lower story thereof.

(G.) Easement for the installation of utilities shall be reserved by the said owner by indication on a recorded plat.

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in the above described acreage and premises, whether by descent, devise, purchase or otherwise and any person, by the acceptance of title to any lot or plot or part or all of the above described acreage and premises shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These restrictions and covenants shall be binding until July 1, 1975. On and after July 1, 1975, said restrictions and covenants shall be automatically extended for successive periods of ten years each, unless by a vote of three-fourths majority of the then owners of the lots or plots or part or all of the above described acreage and premises it is agreed to change said restrictions in whole or in part.

If any person or persons shall violate, or attempt to violate, any of the foregoing restrictions and covenants, he shall be liable for any other person or persons owning any real property situated in the above described acreage and premises to prosecute proceedings at law or in equity against persons violating or attempting to violate such restrictions and covenants, and either to prevent him or them from so doing, or to correct such violation, or to recover damages or other dues for such violation.

Invalidation of any one or any part of any one of these restrictions by judge or court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

In WITNESS WHEREOF, the said AUSTIN DEVELOPMENT COMPANY has caused these presents to be executed and delivered by A. B. Beddow, its President, and has caused its corporate seal to be hereto affixed, at Austin, Texas, this 15th day of December, 1949.

AUSTIN DEVELOPMENT COMPANY

by [Signature]
President, A. B. Beddow.

ATTEST:

Ray Gates
Secretary

THE STATE OF TEXAS |
COUNTY OF TRAVIS |

BEFORE ME, the undersigned Notary Public in and for Travis County, Texas, on this day personally appeared A. B. Beddow, known to me to be the person whose name is subscribed to the foregoing instrument as President of Austin Development Company, a corporation, and he acknowledged to me that he executed the same as the act and deed of said corporation, and in the capacity therein stated,

for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, at Austin, Texas
this 15th day of December, 1949.

[Signature]
Notary Public in and for Travis County of
the State of Texas.

Filed for record Dec. 16, 1949, at 3:15 P.M.
Recorded Dec. 19, 1949, at 10:40 A.M.