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

That PRINGLE REAL ESTATE INC., a Texas corporation with principal offices  
MAR -5-68 5311 \* 4.50  
in the City of Austin, Travis County, Texas, and Caroline Realty Co., a Texas  
Corporation with principal offices in the City of Houston, Harris Co., Texas,  
being the sole owner of all the lots in Balcones West, Section Two, a subdivision  
out of the James Mitchell Survey in the City of Austin, Travis County, Texas,  
according to the map or plat of said Balcones West, of record in Book 29, Page 4,  
of the Travis County Plat Records, hereby impose the following restrictions,  
covenants, and conditions upon all of said lots in said subdivision.

1. None of said lots shall be used for any purpose other than 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 except, however, a duplex or two (2) family dwelling may be erected, altered, placed or permitted to remain on lot No. one (1), Block "H" .
2. No building shall be erected or placed on any of said lots in Balcones West, Section Two, until the building plans and specifications and a plot plan have been submitted to and approved in writing by Pringle Real Estate, Inc., or its successor, or a representative designated in writing by the said corporation, or its successor. If said building plans, specifications and plot plan are not approved or disapproved within thirty days following the date on which the same are submitted for approval, or if no injunction suit has 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. No provision in this paragraph, however, shall ever permit or excuse a variance from or a violation of any of the other restrictions herein imposed against said premises.
3. No dwelling shall be permitted on any of said lots at a cost of less than \$15,000 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 quality 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 ground floor area of the main structure of single family dwellings, exclusive of one-story open porches and garages, shall be not less than 1300 square feet for one-story dwellings, nor less than 700 square feet for dwellings, of more than one story.
5. 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 setback lines shown on the recorded plat. In any event no building shall be located on any of said lots nearer than twenty-five (25) feet to the front lot lines, or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. No dwelling shall be located on any of the interior lots nearer than five (5) 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.

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6. No dwelling shall be erected or placed on any of said lots having a width of less than sixty (60) feet at the minimum building setback 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 Balcones West.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats and over the rear five (5) feet of each lot in said subdivisions.
8. No noxious or offensive activity shall be carried on upon said lots, 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 outbuildings shall be placed on any of said lots 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 of said lots except professional sign of not more than five (5) 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 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.
12. 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, except that Pringle Real Estate, Inc., its successors or assigns, may erect and maintain a sales office and exhibit houses upon any of them during the construction period.
13. No corner lot may be resubdivided or used so as to permit an additional dwelling to face on a side street. The main structure of the dwelling erected on any lot shall face upon the street in the subdivision upon which the lot fronts.
14. 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.
15. 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.
16. 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 twenty-five (25) feet from the intersection of street lines, or in the case of a 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 (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 sufficient height to prevent obstruction of such sight lines.
17. 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 said subdivisions.

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- 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 twenty-five (25) 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 said subdivisions 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 28th day of February, 1968.

PRINGLE REAL ESTATE, INC.

By: Wiley D. Pringle  
Wiley D. Pringle, President

CAROLINE REALTY CO.

By: C. Harold Wallace  
Vice President

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., 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 said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4 day of March, 1968.

(NOTARY SEAL)

Iva D. Shaver  
Notary Public in and for Travis  
County, Texas

THE STATE OF TEXAS :  
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared C. Harold Wallace Vice President of Caroline Realty Co., 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 said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of February, 1968.

(NOTARY SEAL)

Esther P. Matthews  
Notary Public in and for Harris  
County, Texas

MORTGAGE AND TRUST, INC., in its capacity as lienholder, joins in this instrument dated February 28, 1968, for the sole and only purpose of evidencing its consent to the placing of the foregoing restrictions, covenants and conditions upon BALCONES WEST, SECTION II, a subdivision in Travis County, Texas.

EXECUTED This the 29th day of February, 1968.

ATTEST:

[Signature]  
Secretary

MORTGAGE AND TRUST, INC.

By [Signature]  
President

(CORPORATE SEAL)

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Jessie L. Howard, President of Mortgage and Trust, Inc., a 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 at Houston, Texas this 29th day of February, A. D. 1968.

(NOTARY SEAL)

[Signature]  
Notary Public, Harris 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

MAR 5 1968



Emilia Linsberg  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED  
MAR 5 2 22 PM '68  
EMILIA LINSBERG  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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