

THE STATE OF TEXAS
COUNTY OF TRAVIS

WHEREAS, T. D. Quinn, the owner of that certain tract of land out of the George W. Spear Headright Leases, Survey No. 7, in Travis County, Texas, as described in Deed from C. H. Jung, Jr. et ux, recorded in Vol. 1223, pages 146 to 149 of the Deed Records of Travis County, Texas, and

WHEREAS, T. D. Quinn has formulated and is desirous of adopting a general scheme, or plan, for the purpose of the development and improvements of said property and is desirous of rendering said property more desirable for residential purposes by reason of the restrictions and covenants herein-after imposed on the lands, and each of the separate lots designated thereon; and,

WHEREAS, T. D. Quinn has subdivided said property into a subdivision designated "Shoal Village", Section Four (4), consisting of Lots Numbered 1 to 47 inclusive in accordance with map or plat of record in Book 6, Page 75, of the Plat Records of Travis County, Texas;

NOW, THEREFORE, T. D. Quinn, being the owner of said "Shoal Village", Section Four (4), does hereby impress upon all of the lots contained thereon the following restrictions:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. No building shall be erected, placed, or altered on any lot unless the quality of workmanship and materials, external design, and location with respect to topography and finish grade elevation conform generally and is in reasonable harmony with existing structures on adjoining lots. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. In the event no suit to enjoin the construction has been commenced prior to the completion thereof, the related covenants of this section shall be deemed to have been fully complied with.
3. No dwelling shall be erected or placed on any lot having a width of less than 55 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.

4. No dwelling shall be permitted on any lot at a cost of less than \$6,000.00 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 shall not be less than 950 square feet for a one-story dwelling nor less than 700 square feet for a dwelling of more than one story. One-half (1/2) the ground floor area of attached one car garages and porches with roofs may be considered as part of the main dwelling structure, if one story, in computing the area required herein.

5. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 12 feet to any side street line. No building shall be located nearer than 5 feet to an interior or rear lot line. The main structure on any lot shall be located not more than 40 feet from the front lot line. Detached garages shall be located on the rear one-fourth (1/4) of any lot, except on Lots 40 to 47 inclusive, detached garages shall be located no nearer to the front property line than the rear building line of the main residential structure.

6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall any truck or trailer be parked on any lot except when parked in an enclosed garage.

8. 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 not kept, bred, or maintained for any commercial purpose.

9. 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 (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

10. Enforcement of these restrictions and covenants shall be 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.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS MY HAND, this the 13th day of February, A.D., 1953.

T. D. Quinn
T. D. Quinn

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared T. D. Quinn, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of February, A.D. 1953.



Clayton S. Quinn
Notary Public in and for Travis County, Texas

Filed for Record Feb. 13, 1953 at 3 P.M. Recorded Feb. 16, 1953 at 3 P.M.