

48-2854

~~48-0121~~

THE STATE OF TEXAS
COUNTY OF TRAVIS

WHEREAS, Ray Yates, as owner of all that certain subdivision in Travis County, Texas, known as FAIRWAY CLUB ADDITION, a subdivision in Travis County, Texas, according to the map or plat of said subdivision in Book 55, page 78, Plat Records of Travis County, Texas, did by instrument dated June 19, 1971, recorded in Volume 4165, page 363, of the Travis County Deed Records, impose certain covenants, conditions and restrictions upon said property, and

WHEREAS, it is desired to amend said restrictions in two particulars;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Ray Yates does hereby alter, change and amend the first paragraph of said restrictions to read as follows:

"That Ray Yates, duly authorized as the owner and developer of that certain land out of the Santiago Del Valle Grant in Travis County, Texas, caused such property to be surveyed and subdivided as shown by the map or plat of such subdivision, which map or plat is recorded in Volume 55, page 78, Plat Records of Travis County, Texas, and is here referred to, and which is and shall be known as FAIRWAY CLUB ADDITION, an addition in the City of Austin, in Travis County, Texas. Said subdivision contains single-family lots for residential use only, and Ray Yates, hereby establishes the following restrictive covenants as to the use of such property and the following building requirements affecting such property as follows:"

The wording in the first paragraph of Paragraph IV of said restrictions is amended so that hereafter it shall read as follows:

"The ground floor area of the main structure of any one-story dwelling shall be not less than eight hundred fifty (850) square feet and the floor area of the main structure of any one and one-half story dwelling shall be not less than one thousand (1,000) square feet. The floor area of the main structure of any two-story dwelling shall not be less than one thousand fifty (1,050) square feet and must have an attached enclosed garage for all such dwellings in Fairway Club Addition covered by these restrictions. These areas shall be exclusive of open porches, garages or carports. No building shall be located on any residential lot nearer than twenty-five (25) feet to the front property line, and the front wall thereof shall not be further back than forty-five (45) feet from the front property lines. No residence building shall be located nearer than five (5) feet to the side property line, and the said properties shall have a total side yard of not less than ten (10) feet except a detached garage

DEED RECORDS
Travis County, Texas

4170 975

48-0122

or other permitted accessory building located sixty (60) feet or more from the front property line shall be located nearer than three (3) feet to any side property line. On corner residential lots, no building shall be located nearer than ten (10) feet to any side street property line. For the purpose of this covenant, eaves, steps or open terraces shall not be considered as a part of the building; provided, however, this shall not be construed to permit any encroachment on another lot or on a street." 48-2855

WITNESS MY HAND at Austin, Travis County, Texas, this 14 day of September, 1971.

Ray Yates
Ray Yates

ATTEST:

Assistant-Secretary

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Ray Yates, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the said Ray Yates, and that he executed the same as the act and deed of and for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND and SEAL OF OFFICE this 14 day of September, 1971.

Notary Public in and for Travis County, Texas

NOTARY SEAL

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

SEP 14 1971

FILED

SEP 14 4 09 PM '71



County Clerk
Travis County, Texas

County Clerk
Travis County, Texas

4170 976

47-5029

FAIRWAY CLUB ADDITION

DEED RESTRICTIONS
FAIRWAY CLUB ADDITION
DATED:
FILED:
RECORDED:

TO
THE PUBLIC

SEP - 3 - 1975 8110 * 4.50

KNOW ALL MEN BY THESE PRESENTS:

THAT, RAY YATES duly authorized as the owner and developer of that certain land out of the Santiago Del Valle Grant in Travis County, Texas, caused such property to be surveyed and subdivision as shown by the map or plat of such subdivision, which map or plat is recorded in Vol. 2650, Page 246; of the Deed and Plat Records of Travis County, Texas, and is here referred to, and which is and shall be known as FAIRWAY CLUB ADDITION, an addition in the City of Austin, in Travis County, Texas. Said subdivision contains single-family lots for residential use only, and RAY YATES, hereby establishes the following restrictive covenants as to the use of such property and the following building requirements affecting such property as follows:

I.

Lots A, B, C, D, E, F, H, I, J and K, Fairway Club Addition, in the City of Austin, Travis County, Texas

II.

No structures shall be erected, placed, altered or permitted to remain on any single-family residential lot other than one detached one-story, one-and-one-half or two-story single-family dwelling and a private garage or carport, servant's quarters, storage room and utility room; provided, however, that no dwelling shall be erected on any lot unless a garage or carport for use in connection with the dwelling is erected thereon at the time; and provided further that no garage, carport, servant's quarters, storage room or utility room shall be erected on any lot until after or coincidental with building of a single-family dwelling unit thereon and for use in connection therewith, in keeping with these restrictions.

III.

No building shall be erected, placed or altered on any building plot in this subdivision controlled by these covenants until the building plans and specifications and a plat showing the location for such building shall have been approved in writing as to quality of workmanship, materials, conformity and harmony of the building with respect to topography and finished ground elevation by an Architectural Committee composed of Frank Neely of San Antonio, Texas, and John Brewington, of Austin, Texas, or by a representative designated by the members of said Committee. In the event of the death or resignation of any member of said Committee, the remaining member shall have full authority to approve and disapprove such plans, specifications and location and to designate a successor Committee member with like authority. In the event said Committee or its designated representative fails to approve or disapprove such plans, specifications and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof such approval shall not be required and this covenant will be deemed to have been fully complied with. The powers and duties of such Committee and of its designated representatives and the requirements of the covenant shall cease on and after July 1, 1975; provided, however, that at any time the then record owners of a majority of the lots in Fairway Club Addition shall have the power through a duly recorded written instrument to remove any Committee member or members and replace them with other members, or to withdraw from the Committee any of its powers and duties, or to restore to the Committee any of its powers and duties or to extend the powers and duties of such Committee. Such Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

DEED RECORDS
Travis County, Texas

4165 363

47-5030

IV.

The ground floor area of the main structure of any one-story dwelling shall be not less than eight hundred fifty (850) square feet and the floor area of the main structure of any one-and-one-half story dwelling shall be not less than One thousand (1,000) square feet. The floor area of the main structure of any two-story dwelling shall not be less than one thousand fifty (1,050) square feet and must have an attached enclosed garage for all such dwellings in Fairway Club Addition covered by these restrictions. These areas shall be exclusive of open porches, garages or carports. No building shall be located on any residential lot nearer than thirty (30) feet to the front property line, and the front wall thereof shall not be further back than forty-five (45) feet from the front property lines. No residence building shall be located nearer than five (5) feet to the side property line, and the said properties shall have a total side yard of not less than ten (10) feet except a detached garage or other permitted accessory building located sixty (60) feet or more from the front property line shall be located nearer than three (3) feet to any side property line. On corner residential lots, no building shall be located nearer than ten (10) feet to any side street property line. For the purpose of this covenant eaves, steps or open terraces shall not be considered as a part of the building; provided, however, this shall not be construed to permit any encroachment on another lot or on a street.

No dwelling, exclusive of open porches, garages, carports and patios, shall be permitted on any lot at a cost of less than \$8,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 therein for the minimum permitted dwelling size.

V.

All footings, piers, foundations of the main residence on any lot in Fairway Club Addition controlled by these covenants shall be of concrete or masonry construction.

VI.

No fence, wall or hedge shall be erected, placed or altered on any building plot nearer to the street than the front wall line of the respective house, except retaining walls of not over six (6) inches above lot grade shall be permitted.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot 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 the street lines, or in the case of a rounded corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

VII.

No dwellings shall be erected, placed or altered on any building plot which plot has an area of less than seven thousand (7,000) square feet and a width of less than fifty-eight (58) feet at the building set-backline; except, that any lot as subdivided and delineated on the above described subdivision plat may be used as a building plot irrespective of the above requirements.

VIII.

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

47-5031

IX.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently. No building previously constructed elsewhere shall be moved on any building plot in Fairway Club Addition in Austin.

Temporary buildings for use by builders are permitted during the construction and sales period.

X.

No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, one 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.

XI.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

XII.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XIII.

The foregoing covenants are made and adopted to run with the land and shall be binding on the undersigned and all parties and persons claiming through and under it until May 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument given by a majority of the then owners of the lots in Fairway Club Addition in Austin has been recorded, agreeing to change said covenants in whole or in part.

XIV.

If the parties hereto, or any of them, or their successors or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in Fairway Club Addition _____ to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from doing so or to recover damages for such violation.

XV.

The invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

47-5032

WITNESS MY HAND AT Austin, Travis County, Texas
on this 19th day of June, 1971.

ATTEST:

Assistant Secretary

Ray Yates
RAY YATES

STATE OF TEXAS ()
COUNTY OF TRAVIS ()

BEFORE ME, the undersigned authority, on this day personally
appeared RAY YATES known to me to be the person and officer
whose name is subscribed to the foregoing instrument, and acknowledge to
me that the same was the act and deed of the said RAY YATES
and that he executed the same as the act and deed of and for
the purposes and consideration therein expressed and in the capacity
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19 day of
June, 1971.

NOTARY SEAL

Erskine E. Fiebig
Notary Public in and for
Travis 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

SEP 3 1971

FILED



Doris Stimpel
COUNTY CLERK
TRAVIS COUNTY, TEXAS

SEP 3 9 34 AM '71

Doris Stimpel
COUNTY CLERK
TRAVIS COUNTY, TEXAS

4165 366

250

48-0121

THE STATE OF TEXAS
COUNTY OF TRAVIS

WHEREAS, Ray Yates, as owner of all that certain subdivision in Travis County, Texas, known as FAIRWAY CLUB ADDITION, a subdivision in Travis County, Texas, according to the map or plat of said subdivision in Book 55, page 78, Plat Records of Travis County, Texas, did by instrument dated June 19, 1971, recorded in Volume 4165, page 363, of the Travis County Deed Records, impose certain covenants, conditions and restrictions upon said property, and

WHEREAS, it is desired to amend said restrictions in two particulars;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Ray Yates does hereby alter, change and amend the first paragraph of said restrictions to read as follows:

"That Ray Yates, duly authorized as the owner and developer of that certain land out of the Santiago Del Valle Grant in Travis County, Texas, caused such property to be surveyed and subdivided as shown by the map or plat of such subdivision, which map or plat is recorded in Volume 55, page 78, Plat Records of Travis County, Texas, and is here referred to, and which is and shall be known as FAIRWAY CLUB ADDITION, an addition in the City of Austin, in Travis County, Texas. Said subdivision contains single-family lots for residential use only, and Ray Yates, hereby establishes the following restrictive covenants as to the use of such property and the following building requirements affecting such property as follows:"

The wording in the first paragraph of Paragraph IV of said restrictions is amended so that hereafter it shall read as follows:

"The ground floor area of the main structure of any one-story dwelling shall be not less than eight hundred fifty (850) square feet and the floor area of the main structure of any one and one-half story dwelling shall be not less than one thousand (1,000) square feet. The floor area of the main structure of any two-story dwelling shall not be less than one thousand fifty (1,050) square feet and must have an attached enclosed garage for all such dwellings in Fairway Club Addition covered by these restrictions. These areas shall be exclusive of open porches, garages or carports. No building shall be located on any residential lot nearer than twenty-five (25) feet to the front property line, and the front wall thereof shall not be further back than forty-five (45) feet from the front property lines. No residence building shall be located nearer than five (5) feet to the side property line, and the said properties shall have a total side yard of not less than ten (10) feet except a detached garage

48-0122

or other permitted accessory building located sixty (60) feet or more from the front property line shall be located nearer than three (3) feet to any side property line. On corner residential lots, no building shall be located nearer than ten (10) feet to any side street property line. For the purpose of this covenant, eaves, steps or open terraces shall not be considered as a part of the building; provided, however, this shall not be construed to permit any encroachment on another lot or on a street."

WITNESS MY HAND at Austin, Travis County, Texas, this 14 day of September, 1971.

Ray Yates
Ray Yates

ATTEST:

Assistant-Secretary.

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Ray Yates, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the said Ray Yates, and that he executed the same as the act and deed of and for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND and SEAL OF OFFICE this 14 day of September, 1971.

Notary Public
Notary Public in and for Travis County, Texas

FILED

SEP 14 4 09 PM '71

Claris Abingdon
COUNTY CLERK
TRAVIS COUNTY, TEXAS

36 7158 4-50

FAIRWAY GREENS - SECTION ONE

DEED RESTRICTIONS
FAIRWAY GREENS - SECTION ONE
DATED:
FILED:
RECORDED:

TO

JAN -5-7125- 8627 * 4.50

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS:

THAT Jamestown, Inc., a corporation acting herein in the usual and regular course of its business by and through its proper corporate Officers here-unto duly authorized as the owner and developer of that certain lands out of the Santiago Del Valle Grant in Travis County, Texas, caused such property to be surveyed and subdivided as shown by the map or plat of such subdivision, which map or plat is recorded in Vol. 37, Page 7; of the Deed and Plat records of Travis County, Texas, and is here referred to, and which is and shall be known as Fairway Greens - Section One, an addition in the City of Austin, in Travis County, Texas. Said subdivision contains single-family lots for residential use only, and Jamestown, Inc. hereby establishes the following restrictive covenants as to the use of such property and the following building requirements affecting such property as follows:

I.

Lots 3 through 17, inclusive, Block B, and Lots 3 through 17, inclusive, Block A, of Fairway Greens-Section One shall be known and described as single-family residential lots.

II.

No structures shall be erected, placed, altered or permitted to remain on any single-family residential lot other than one detached one-story, one-and-one-half or two-story single-family dwelling and a private garage or carport, servant's quarters, storage room and utility room; provided, however, that no dwelling shall be erected on any lot unless a garage or carport for use in connection with the dwelling is erected thereon at the time; and provided further that no garage, carport, servant's quarters, storage room or utility room shall be erected on any lot until after or coincidental with building of a single-family dwelling unit thereon and for use in connection therewith, in keeping with these restrictions.

III.

No building shall be erected, placed or altered on any building plot in this subdivision controlled by these covenants until the building plans and specifications and a plat showing the location for such building shall have been approved in writing as to quality of workmanship and materials, conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by an Architectural Committee composed of Dave Humes and Frank Neely of San Antonio, Texas and John Browning of Austin, Texas, or by a representative designated by the members of said Committee. In the event of the death or resignation of any member of said Committee, the remaining member shall have full authority to approve and disapprove such plans, specifications and location and to designate a successor Committee member with like authority. In the event said Committee or its designated representative fails to approve or disapprove such plans, specifications and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof such approval shall not be required and this covenant will be deemed to have been fully complied with. The powers and duties of such Committee and of its designated representatives and the requirements of the covenant shall cease on and after July 1, 1975; provided, however, that at any time the then record owners of a majority of the lots in Fairway Greens - Section One shall have the power through a duly recorded written instrument to remove any Committee member or members and replace them with other members, or to withdraw from the Committee any of its powers and duties, or to restore to the Committee any of its powers and duties or to extend the powers and duties of such Committee. Such Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

DEED RECORDS
Travis County, Texas

3978 1797

IV.

The ground floor area of the main structure of any one-story dwelling shall be not less than eight hundred fifty (850) square feet and the floor area of the main structure of any one-and-one-half story dwelling shall be not less than one thousand (1,000) square feet. The floor area of the main structure of any two-story dwelling shall not be less than one thousand fifty (1,050) square feet and must have an attached enclosed garage for all such dwellings in Fairway Greens - Section One covered by these restrictions. These areas shall be exclusive of open porches, garages or carports. No building shall be located on any residential lot nearer than thirty (30) feet to the front property line, and the front wall thereof shall not be further back than forty five (45) feet from the front property lines. No residence building shall be located nearer than five (5) feet to the side property line, and the said properties shall have a total side yard of not less than (10) feet, except a detached garage or other permitted accessory building located sixty (60) feet or more from the front property line shall not be located nearer than three (3) feet to any side property line. On corner residential lots, no building shall be located nearer than ten (10) feet to any side street property line. For the purpose of this covenant eaves, steps or open terraces shall not be considered as a part of the building; provided, however, this shall not be construed to permit any encroachment on another lot or on a street.

No dwelling, exclusive of open porches, garages, carports and patios, shall be permitted on any lot at a cost of less than \$8,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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.

V.

All footings, piers, foundations of the main residence on any lot in Fairway Greens - Section One controlled by these covenants shall be of concrete or masonry construction.

VI.

No fence, wall or hedge shall be erected, placed or altered on any building plot nearer to the street than the front wall line of the respective house, except retaining walls of not over six (6) inches above lot grade shall be permitted.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot 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 the street lines, or in the case of a rounded corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

VII.

No dwellings shall be erected, placed or altered on any building plot which plot has an area of less than seven thousand (7,000) square feet and a width of less than fifty-eight (58) feet at the building set-backline; except, that any lot as subdivided and delineated on the above described subdivision plat may be used as a building plot irrespective of the above requirements.

VIII.

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

IX.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently. No building previously constructed elsewhere shall be moved on any building plot in Fairway Greens - Section One.

Temporary builds for use by builders are permitted during the construction and sales period.

X.

No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, one 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.

XI.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

XII.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XIII.

The foregoing covenants are made and adopted to run with the land and shall be binding on the undersigned and all parties and persons claiming through and under it until May 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument given by a majority of the then owners of the lots in Fairway Greens - Section One has been recorded, agreeing to change said covenants in whole or in part.

XIV.

If the parties hereto, or any of them, or their successors or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in Fairway Green - Section One to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from doing so or to recover damages for such violation.

XV.

The invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

36 7161

WITNESS MY HAND at San Antonio, Bexar County, Texas on this 10th
day of December, 1970.

JAMESTOWN, INC.

(CORPORATE SEAL)

Frank Neely
Frank Neely Vice President

Attest: *J. Stone*
Assistant Secretary

THE STATE OF TEXAS X
COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared FRANK NEELY known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the said JAMESTOWN, INC., a corporation, and that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of
December, 1970.

NOTARY SEAL

Gloria Vandewarker
Notary Public in and for
Bexar County, Texas

GLORIA VANDEWARKER
Notary Public, Bexar 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

JAN 5 1971



Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
Jan 5 3 12 PM '71
Doris Shropshire
County Clerk, Travis County, Texas

3978 1800

207

THE STATE OF TEXAS
COUNTY OF TRAVIS

WHEREAS, Ray Yates did on the 14th day of June, 1971, cause certain restrictions for the use and occupancy of Lots 1 and 2, Block A, and Lots 1,2 & 3, Block B, of Fairway Greens, Section One, an addition in Travis County, Texas, according to the map or plat of record thereof in Book 37, page 7, Plat Records of Travis County, Texas, to be placed of record, and which restrictions are set forth in that certain instrument recorded in Volume 4081, pages 1058-1061, of the Deed Records of Travis County, Texas; and

WHEREAS, it is desired to amend said restrictions in one particular;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: John C. Brewington and Neely Investment Corporation, doing business as John-Lea Construction Company, owners of the above described property, do hereby alter, change and amend the first paragraph of Paragraph IV as follows:

IV

"The ground floor area of the main structure of any one-story dwelling shall be not less than eight hundred fifty (850) square feet and the floor area of the main structure of any one-and-one-half story dwelling shall be not less than one thousand (1,000) square feet. The floor area of the main structure of any two-story dwelling shall have not less than one thousand fifty (1,050) square feet and must have an attached enclosed garage for all such dwellings in Fairway Greens-Section One covered by these restrictions. These areas shall be exclusive of open porches, garages or carports. No building shall be located on any residential lot nearer than twenty-five (25) feet to the front property line, and the front wall thereof shall be not further back than forty-five (45) feet from the front property lines. No residence building shall be located nearer than five (5) feet to the side property line, and the said properties shall have a total side yard of not less than ten (10) feet except a detached garage or other permitted accessory building located sixty (60) feet or more from the front property line shall be located nearer than three (3) feet to any side property line. On corner residential lots, no building shall be located nearer than ten (10) feet to any side street property line. For the purpose of this covenant, eaves, steps or open terraces shall not be considered as a part of the building; provided, however, this shall not be construed to permit any encroachment on another lot or on a street."

EXECUTED this 29th day of October, 1971.

(NO SEAL)
(NO SEAL)

JOHN-LEA CONSTRUCTION COMPANY

By John C. Brewington

By Neely Investment Corporation (for)

DEED RECORDS
Travis County, Texas

4191 1600

50-2316

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared John C. Brewington,

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 29th day of October, 1971.

Letty Richardson
Notary Public in and for Travis
County, Texas

NOTARY SEAL

THE STATE OF TEXAS }
COUNTY OF BEXAR }

BEFORE ME, the undersigned authority, on this day personally appeared Frank Neely, President

of Neely Investment 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND and SEAL OF OFFICE this 29th day of October, 1971.

Neely A. Davis
Notary Public in and for Bexar
County, Texas

NOTARY SEAL

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

NOV 3 1971



Doris Sharpsteen
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

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Doris Sharpsteen
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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