

BUCKINGHAM PLACE SEC. I

STATE OF TEXAS: COUNTY OF TRAVIS: KNOW ALL MEN BY THESE PRESENTS THAT WE EDWARD WENDLANDT AND A.C. BRYANT, INC. AS LEINHOLDERS DO HEREBY JOIN IN THE DEDICATION OF THIS PLAT & DEDICATE TO THE PUBLIC ALL THE STREETS & EASEMENTS AS SHOWN HEREON

WITNESS OUR HANDS THIS THE DAY OF

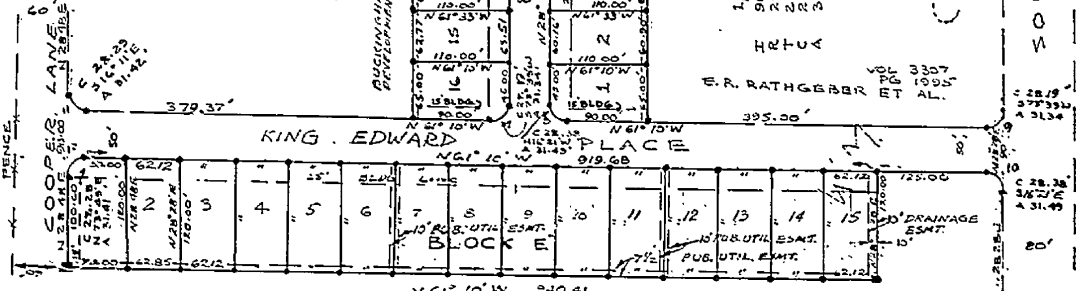
A.D. 1967 Edward Wendlandt A.C. Bryant, Inc. PRES.

STATE OF TEXAS COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED A.C. BRYANT, PRES. OF A.C. BRYANT, INC. & EDWARD WENDLANDT KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES & CONSIDERATIONS THEREIN EXPRESSED, AND THAT A.C. BRYANT, EXECUTED THE SAME AS AN ACT OF SAID 7/2 PUB. UTIL. A.C. BRYANT, INC. IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND & SEAL OF OFFICE THIS THE DAY OF A.D. 1967

Jed Wendlandt NOTARY PUBLIC IN AND FOR TRAVIS CO. TEXAS.



F.R. RATHGEBER ET AL. VOL 3307 PG. 1995

SCALE 1" = 100'

LEGEND: IRON PIN SET, CONC. MON. SET, IRON PIN FD.

STATE OF TEXAS: COUNTY OF TRAVIS: KNOW ALL MEN BY THESE PRESENTS THAT BUCKINGHAM PLACE DEVELOPMENT, INC. & CORPORATION, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, acting hereunder through its PRES. DORIS HARRIS WARLICK owners of 3.4 acres of land out of and a part of the Wm. Cannon League #19 in TRAVIS COUNTY, TEXAS by deed of record in vol. 3307 at page 1995 of the deed records of TRAVIS COUNTY, TEXAS do hereby subdivide a portion of said 3.4 acres to be known as BUCKINGHAM PLACE SEC. I & do hereby dedicate to the public the streets & easements as shown hereon.

WITNESS OUR HANDS THIS THE 21 day of July A.D. 1967 BUCKINGHAM PLACE DEV. INC.

Donald L. West, Secy. Doris Harris Warlick, Pres.

STATE OF TEXAS COUNTY OF TRAVIS.

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DORIS HARRIS WARLICK PRES. & DONALD L. WEST, SECY. OF BUCKINGHAM PLACE, DEVELOPMENT, INC. KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES & CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED, AND THAT THIS IS AN ACT OF THE CORPORATION

GIVEN UNDER MY HAND & SEAL OF OFFICE this the 21 day July A.D. 1967

Shirley Gold NOTARY PUBLIC IN AND FOR TRAVIS CO., TEXAS

TAXING UNITS

AS OF THIS DATE EACH LOT IN THIS SUBDIVISION IS SUBJECT TO SEPARATE AD VALOREM PROPERTY TAXATION BY EACH OF THE FOLLOWING UNITS OF GOVT.

- 1. TRAVIS CO. W.C.E.I.D. #5
2. AUSTIN IND. SCHOOL DIST.
3. TRAVIS CO. TEXAS
4. CITY OF AUSTIN, TEX
5. STATE OF TEXAS

STATE OF TEXAS: COUNTY OF TRAVIS:

I, EMILIE LIMBERG, CLERK OF THE COUNTY COURT WITHIN AND FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 17 DAY OF NOV. AD. 1967 AT 2:52 O'CLOCK P.M. AND DULY RECORDED ON THE 17 DAY OF NOV. AD. 1967 AT 2:53 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY & STATE IN PLAT BOOK 37 PAGE 4.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY THE DATE LAST WRITTEN ABOVE Emilie Limberg By Wanda Rich DEPUTY EMILIE LIMBERG CLERK COUNTY COURT TRAVIS COUNTY FILED FOR RECORD AT 2:52 O'CLOCK P.M. ON THIS 17 DAY OF NOV. A.D. 1967 MRS. EMILIE LIMBERG CLERK COUNTY COURT TRAVIS COUNTY, TEXAS By Wanda Rich DEPUTY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AUSTIN, TEXAS. THIS THE 14th DAY OF November, 1967 Thirant Brown SECRETARY Robert S. Osborn CHAIRMAN

APPROVED FOR ACCEPTANCE DATE Nov. 14, 1967 Doyle M. Osborne DIR. OF. PLANNING

I HEREBY CERTIFY THAT THE CITY OF AUSTIN CODE CHAP. 25.27 OF 1954 HAS BEEN COMPLIED WITH

July 17, 1967 Robert L. Ogden REG. PROF. ENGINEER

Plat Book 37 Page 4 of 5

Nov 17-67 Plat H-A 4490 450

PLAT RECORD, TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF TRAVIS

550

8/5/17

RESTRICTIONS ON BUCKINGHAM PLACE, SECTION 1

WHEREAS, Buckingham Place Development, Inc., a Texas corporation is the owner and A. C. Bryant, Inc., a Texas corporation, and Edward Wendlandt are the sole mortgagee of all those certain lots, tracts, or parcels of land being 37 lots known as Buckingham Place, Section 1, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Book 37, Page 4, Plat Records, of Travis County, Texas, and it is desired that restrictions be placed on said lots in order to develop the property in a harmonious fashion. NOW, THEREFORE, LET IT BE KNOWN, that the following restrictions shall apply to said lots:

1. None of said lots shall be used 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 not to exceed two and one-half 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 until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 18.
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 any main structure, exclusive of carports, porches and garages, shall be not less than 800 square feet, except two story dwellings shall have a minimum of 700 square feet on the ground floor.
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

8-7-18
nearer than 25 feet minimum or 35 feet maximum to 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 no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set-back line. No dwelling shall be located on any of the interior lots nearer than 15 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 the 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 55 feet at the minimum building set-back line.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet 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 placed 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 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, provided, however, any of the lots in said subdivision may be used by Buckingham Place Development, Inc., or its successors or assigns, on a temporary basis for offices and exhibit houses.

12. No corner lot may be resubdivided or used so as to permit an additional dwelling to face on a side street.

8-7119

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 2 and 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 25 feet from the intersection of the 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 lot within 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.

16. No fence, wall, or hedge shall be built or maintained forward of the front wall line of the house erected on any of said lots.

17. No existing dwelling shall be moved onto any lot in this subdivision.

18. The Architectural Control Committee is composed of Donald L. West, Doris Harris Warlick and Dick Rathgeber. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

8-7120

19. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

20. 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 years from the date these covenants are recorded, after which time said covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the then owners of the lots in Buckingham Place, Section 1, has been recorded agreeing to change said covenants, conditions, and restrictions, in whole or in part.

21. 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.

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

BUCKINGHAM PLACE DEVELOPMENT, INC.

By Chris Harris Waulick
President

A. C. BRYANT, INC.

A. C. Bryant, Pres

EDWARD WENDLANDT

Edward Wendlandt

WEST & ASSOCIATES, INC

By: Ronald L. West
Donald L. West, President

THE STATE OF TEXAS

COUNTY OF TRAVIS

8-19-68

BEFORE ME, the undersigned authority, on this day personally appeared Doris Harris Warlick known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same as the act of Buckingham Place Development, Inc., as the President thereof, for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the 19 day of September A.D., 1968. Shirley Gold
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

(NOTARY SEAL)

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared A. D. Bryant known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same as the act of A. C. Bryant, Inc. as the President thereof, for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the 23rd day of September A.D., 1968. Jed Wendlandt
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

(NOTARY SEAL)

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Edward Wendlandt, 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.

WITNESS MY HAND AND SEAL OF OFFICE, this the 23rd day of September A.D., 1968. Jed Wendlandt
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

(NOTARY SEAL)

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Donald L. West, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same as the act of West & Associates, Inc. as the President thereof, for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the 20 day of September A.D., 1968. Shirley Gold
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

(NOTARY SEAL)

8-7122

FILED
SEP 23 3 01 PM '68
Emilie Loring
COUNTY CLERK
TRAVIS COUNTY, TEXAS

INDEXED

NOTATION MADE

EMILIE LORING
CLERK TITLE GUARANTY COMPANY
604 LAVACA STREET
AUSTIN, 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 24 1968



Emilie Loring
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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