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R. O. MOORE AND WIFE  
ALBERTA MOORE

TO

THE PUBLIC

RESTRICTIONS: COMANCHE TRAIL NO. 2  
DATED FEBRUARY 10, 1953  
FILED FEBRUARY 10, 1953  
RECORDED IN VOL. 1318 PAGES 415-417  
RECORDS OF TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, R. O. Moore and wife, Alberta Moore, of Travis County, Texas, owners of COMANCHE TRAIL NO. 2, a Subdivision lying and being situated in Travis County, Texas, of which a Map or Plat is recorded in Book 6, Page 55, Plat Records of Travis County, Texas, in contemplation of the sale and transfer of the fee to parcels of said Subdivision, hereby include, incorporate in, and make part of each and every conveyance of title to any lot, lots, tract, or tracts in said Subdivision, hereafter, and do hereby stipulate with each and every future owner of any lot, lots, tract, or tracts in COMANCHE TRAIL NO. 2, owning by, through, or under us, that each such lot or tract is conveyed by us subject to the following stipulations, restrictions, and conditions as covenants running with the land, as follows, to-wit:

1. Each deed conveying the land shall contain a clause stipulating that the title therein conveyed is subject to the stipulations, restrictions, conditions, covenants and easements herein set out, by appropriate reference to the record of this instrument in the Deed Records of Travis County, Texas.
2. All improvements to be erected upon the premises described in each deed shall be built and used solely and only for residence purposes, together with car and boat storage facilities of the owner, and the term "residence purposes" shall be construed to mean not more than two family units on any one lot.
3. That the terms of the preceding stipulation, restriction, and condition No. 2 shall not be applicable to COMANCHE PARK NO. 1 or to COMANCHE PARK NO. 2, which are hereby expressly reserved for commercial purposes, as well as the convenience of lot and tract owners, and, at the option of the undersigned owners, may be either used or disposed of for commercial purposes, subject, however, to the Easements hereinafter granted to lot or tract owners of residential lots or tracts.
4. All structures shall be sightly, of neat construction, painted if of wood construction, and of such a character as to enhance the value of the property, and no unsightly structures shall be moved upon the premises from elsewhere.
5. All structures shall be set back at least thirty (30) feet from the roadway.
- 6.

THIS COVENANT OMITTED

7. All sanitary and toilet facilities hereafter to be installed and used anywhere in COMANCHE TRAIL NO. 2 shall be of a standard approved by the Texas State Department of Health.

8. No commercial business of any kind shall ever be carried on, on any lot or tract in COMANCHE TRAIL NO. 2, except, at the option of the owners thereof as set out in Restriction No. 3, above, COMANCHE PARK NO. 1 and COMANCHE PARK NO. 2 may be so used.

9. No commercial signboard shall ever be erected on any residential lot or tract in COMANCHE TRAIL NO. 2.

AND WE, the undersigned owners, hereby give and grant to each and every future owner of any lot, lots, tract, or tracts of land in COMANCHE TRAIL NO. 2, owning by, through or under us, a perpetual easement in COMANCHE PARK NO. 1 and in COMANCHE PARK NO. 2, in said Subdivision, for the purpose

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of temporary use in launching and landing boats, temporarily keeping boats in the water's edge and tied-up to the land, and for temporary parking of automobiles while fishing in or boating on Lake Travis.

AND WE HEREBY STIPULATE on behalf of ourselves and any and all future owners of any parcel of said Subdivision that should any person, either owner or tenant, of any parcel thereof violate, or attempt to violate, any of the above enumerated stipulations, restrictions, and conditions, it shall be the right of any of our successors in title to any portion of said Subdivision to restrain such violation, correct the same, and recover damages therefor by appropriate proceedings in the courts.

WITNESS OUR HANDS, at Austin, Travis County, Texas, this 10th day of February, A. D. 1953.

R.O. Moore  
Alberta Moore  
Owners of Comanche Trail No. 2, a Subdivision  
in Travis County, Texas.

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. O. Moore and Alberta Moore, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Alberta Moore, wife of the said R. O. Moore having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Alberta Moore acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of February, A. D. 1953.

(Notary Seal)

R. C. Wilson  
Notary Public in and for Travis County, Texas.