

**Gary and Shari Cooley**  
3123 Edgewater Dr.  
Austin, Tx 78733

July 21<sup>st</sup>, 2025

Roy Seiders  
3120 Edgewater Dr.  
Austin, Tx 78733

Dear Roy,

We are writing to inform you about a remodel project at our property, **3123 Edgewater Dr. Austin Tx 78733**, pending approval from the City of Austin Board of Adjustment. The project requires a variance to Lake Austin zoning back setback of 20 feet and side yard setback of 10 and we are in the process of obtaining the necessary approvals.

The remodel will include the addition of a two-car garage. Attached, you will find the draft plans that outline the scope of the project and the variance request.

If approved, we will make every effort to minimize any disruptions, such as noise or debris. Our goal is to ensure the construction process causes as little inconvenience as possible to you.

If you have any questions or concerns, or if you'd like further details, please feel free to reach out. If you are in agreement with the proposed project, kindly sign below to acknowledge your consent.

Thank you for your understanding and cooperation during this process.

Best regards,

**Gary and Shari Cooley**

**Neighbor's Consent**

I, Roy Seiders, have reviewed the attached draft plans and the proposed variance request and consent to the remodel at **3123 Edgewater Dr. Austin Tx 78733** as described.

Signature: 

Date: 7/21/2025

**Gary and Shari Cooley**  
3123 Edgewater Dr.  
Austin, Tx 78733

June 29<sup>th</sup>, 2025

Lechner Ice LLC  
3124 Edgewater Dr.  
Austin, Tx 78733

Dear Ryan,

We are writing to inform you about a remodel project at our property, **3123 Edgewater Dr. Austin Tx 78733**, pending approval from the City of Austin Board of Adjustment. The project requires a variance to Lake Austin zoning back setback of 20 feet and side yard setback of 10 and we are in the process of obtaining the necessary approvals.

The remodel will include the addition of a two-car garage. Attached, you will find the draft plans that outline the scope of the project and the variance request.

If approved, we will make every effort to minimize any disruptions, such as noise or debris. Our goal is to ensure the construction process causes as little inconvenience as possible to you.

If you have any questions or concerns, or if you'd like further details, please feel free to reach out. If you are in agreement with the proposed project, kindly sign below to acknowledge your consent.

Thank you for your understanding and cooperation during this process.

Best regards,

**Gary and Shari Cooley**

**Neighbor's Consent**

I, Ryan Seiders, have reviewed the attached draft plans and the proposed variance request and consent to the remodel at **3123 Edgewater Dr. Austin Tx 78733** as described.

Signature: 

Date: 7/21/2025

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AUSTIN LAKE ESTATES, INC. )

STATE OF TEXAS )

to )

THE PUBLIC )

COUNTY OF TRAVIS )

**KNOW ALL MEN BY THESE PRESENTS:**

That Austin Lake Estates, Inc., a Texas corporation, by and through its duly under signed officer, the owner of Austin Lake Estates Section One, a subdivision in Travis County, Texas, as shown by the Plat Records thereof in Book 9, Page 34 of the Plat Records of Travis County, Texas, do hereby impress all of the property included in said Austin Lake Estates Section One with the following restrictions:

1. All lots in Austin Lake Estates Section One shall be known and described as residential lots, shall be used for residential purposes only.
2. No trade or profession of any character shall be carried on on any residential lot; nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood.
3. No house trailer, tent, or shack shall be placed, erected or permitted to remain on any residential plot, nor shall any structure of temporary character be used at any time as a residence. No residential structure shall ever be erected or placed on any building plot with an average width of less than seventy-five (75) feet at the front building set back line and a ground area of nine thousand (9,000) square feet.
4. All residential structures must face the street on which they are located.
5. No improvements shall be erected, altered, placed or be permitted to remain on any residential plot other than one family or two family dwelling units, and necessary out buildings.

6. No building shall be located on any building plot nearer than twenty (20) feet to the front line or street line or nearer than ten (10) feet to any side lot line nor in the case of corner lots nearer than fifteen (15) feet to any side street.

7. No dwelling may be erected in said subdivision, the ground area of which is less than six hundred (600) square feet, exclusive of porches, and garages.

8. No animals except household pets shall be kept or maintained on said lot.

9. No outside toilet facilities shall be maintained on any lot and all toilet facilities shall be connected to a sewer line or a septic tank.

10. No lot in said subdivision shall be resubdivided except where as the result of further subdivision, each lot or parcel of land including that portion remaining in the original lot so subdivided shall contain less than an average width of seventy-five (75) feet frontage on the street which it faces and shall have a minimum of nine thousand (9,000) square feet of ground area.

11. No building shall be erected on any building plot unless such building has been designed by a licensed architect, or until the external design and location thereof has been approved in writing by the subdivider or by a committee appointed by the owners of a majority of the lots which are subject to the covenants hereinset forth; provided, however, that if the subdivider or such committee, if in existence, fails to approve or disapprove such design and location within three days after such plans have been submitted for approval, or if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required.

12. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in Austin Lake Estates Section One, whether by descent,

device, purchase, or otherwise, and any person by the acceptance of title to any lot or plot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

These restrictions and covenants shall be binding until January 1, 1980.


On and after January 1, 1980, said restrictions and covenants shall be automatically extended for successive periods of ten years each unless, by a vote of a three-fourths majority of the then owners of the lots in said Austin Lake Estates Section One, it is agreed to change said restrictions in whole or in part.

13. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any other person or persons owning any real property situated in the said Austin Lake Estates Section One to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant, and either to prevent him or them from so doing, or to correct such violation, or to recover damages or other dues for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in no wise affect any of the other provisions or part of provisions which shall remain in full force and effect.

EXECUTED this the 15th day of December, 1958.

AUSTIN LAKE ESTATES, INC.

By:

  
 \_\_\_\_\_  
 Charles A. Duffy, President



  
 \_\_\_\_\_  
 Walter Walston, Secretary

THE STATE OF TEXAS )  
 )  
COUNTY OF TRAVIS )

BEFORE ME, the undersigned authority, on this day personally appeared Chas. A. Duffy, President of Austin Lake Estates, Inc., 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 of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of December, A. D. 19 58 .

*Catharine A. Guya*  
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS )  
 )  
COUNTY OF TRAVIS )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS )  
 )  
COUNTY OF TRAVIS )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed, and the said \_\_\_\_\_ wife of \_\_\_\_\_ having been examined by me privily and apart from her husband and having the same fully explained to her by me, she, the said \_\_\_\_\_ acknowledged such instrument to be her act and deed, and 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 \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public in and for Travis County, Texas

Filed *Dec 18* 1958 at *2:55 PM*  
Recorded *Dec 23* 1958 at *9:25 AM*

