

RESTRICTIVE COVENANT FOR  
CAT MOUNTAIN NORTH, SECTION I

MAY 30-1985 9322 \* 7.00

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS X

THAT WHEREAS, Blankenship Developments, Inc., a Texas corporation, hereinafter called the Declarant, the owner of all that certain real property located in Travis County, Texas, described as follows:

CAT MOUNTAIN NORTH, SECTION I, an addition in Travis County, Texas, according to the map or plat thereof, recorded in Book 28, Page 36 of the plat records of Travis County, Texas; and

WHEREAS, the Declarant will convey the above described properties, subject to certain restrictions as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following restrictions for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which restriction shall inure to the benefit of each owner thereof.

ARTICLE ONE  
DEFINITIONS

1. Owner

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2. Properties

"Properties" shall mean and refer to that certain real property hereinbefore described.

3. Lot

"Lot" shall mean and refer to that portion of any of the plot of land shown on the plat and subdivision map recorded in Book 28, Page 36, of the plat records of Travis County, Texas, on which there will be built a single family dwelling. The term "lot" shall not include any reserves shown on the said map or plat.

4. Building Site

"Building Site" shall mean and refer to that portion of any of the above defined Lots within the front and side setback lines upon which the single family dwelling is to be built.

ARTICLE TWO  
RESTRICTIONS

2-02-6658

1. Building Foundations. All building foundations to be constructed on slopes in excess of fifteen (15%) percent must utilize design and construction practices certified by a registered professional engineer qualified to practice in this field. The following lots may have foundations on slopes of fifteen (15%) percent and over, or on fill placed upon slopes of fifteen (15%) percent and over:

| BLOCK | LOTS  |
|-------|---|
| A     | 6, 7, 9, 10, 11, 12, 15, 20                                     |
| D     | 6, 8, 9, 16, 26, 27, 30, 31, 32,<br>34, 35, 36, 37, 38, 39, 41, |
| E     | 14, 15, 16, 17, 18, 19, 20, 23                                  |
| F     | 2, 4, 5, 6, 7, 8, 9, 10, 11                                     |

2. Building Sites. No fill on any lot shall exceed a maximum of three feet of depth. Except for structural excavation, no cut on any lot shall be greater than six feet.

3. Driveways. Every lot shall be reasonably accessible by vehicle from the roadway to the probable building site. For a minimum travel distance of twenty five feet from the roadway edge the driveway grade may exceed fourteen (14%) percent only with specific approval of surface and geometric design proposals by the Director of Engineering Department or his designee. The following lots may have driveway access grades over fourteen (14%) percent:

| BLOCK | LOTS   |
|-------|--------|
| A     | 1, 13  |
| B     | 1      |
| C     | 8, 9   |
| D     | 10, 33 |
| E     | 14     |
| F     | 2      |
| G     | 4      |

4. Park Lots. Park Lots A-1 and G-1 as designated on the final plat of Cat Mountain North, Section I shall be owned and maintained by Blankenship Developments, Inc. These park lots are not for public use.

5. The restrictions of this agreement are derived from the City of Austin, Texas, Ordinance No. 780105-C. In the event that said ordinance becomes less restrictive concerning building foundations, building sites and driveways this covenant shall be amended to follow such less restrictive ordinance, but in the event that such possible ordinance changes become more restrictive the restrictions of this covenant shall remain in effect. This agreement may be modified, amended or terminated only by a majority vote of a quorum of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and joined by the then owner or 51% of owners of 51% of the above described property at the time of such modification, amendment or termination.

6. If any persons, person, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said persons or entity

2-02-0659

from violating or attempting to violate such agreement or covenant.

EXECUTED this 21 day of May, 1979.

BLANKENSHIP DEVELOPMENTS, INC.

(NO SEAL)

by Steve Blankenship, V.P.  
STEVE BLANKENSHIP

THE STATE OF TEXAS |  
COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared Steve Blankenship, Vice President of Blankenship Developments, Inc., a Texas corporation, known to me to be the person and officer 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, on this 21st day of May, 1979.

NOTARY SEAL



Robin Mancill  
Notary Public, Travis County,  
Texas ROBIN MANCILL

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

MAY 30 1979



Louis Stappeler  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

MAY 30 11 15 AM '79

Louis Stappeler  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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