

RESTRICTIVE COVENANT

(C14-79-236)

THE STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§  
§  
DEC 28-79 5366 \* 7.00

NO  
2-19-2318

WHEREAS, The Lewis-Bechtol Company, a Texas corporation (herein called "Owner"), is the owner of the following described property located in Travis County, Texas, to-wit:

All that property described in Exhibit A attached hereto and made a part hereof for all purposes.

WHEREAS, the City of Austin and Owner have agreed that the above described property should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, Owner for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand to the undersigned paid by the City of Austin, the receipt of which is hereby acknowledged, does hereby agree with respect to said property described above, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on Owner its successors and assigns, as follows, to-wit:

1. Five (5) fourplex units may be constructed and maintained on the above described property, however, said property will not be used for purposes less restrictive than fourplex units.
2. The "turnaround area" located at the south end of the private drive servicing the above described property will be enlarged to help facilitate fire safety.
3. Insofar as it pertains to the above described property, Bent Bough Drive will not be extended beyond its present location, and it is also agreed that the private drive located to the east of the subject property and south of Loop 360 shall be the primary access to the subject property.
4. If any person, persons, 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 person, or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

2-19-2312

5. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same shall in no wise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

6. Except as stated above, the failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

7. This agreement may be modified, amended or terminated only by joint action of both (a) a majority 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 (b) by the owner or owners of the above described property at the time of such modification, amendment or termination.

EXECUTED this the 28<sup>th</sup> day of November, 1979.

THE LEWIS-BECHTOL COMPANY

(NO SEAL)

By John C. Lewis, President  
JOHN C. LEWIS, PRESIDENT

THE STATE OF TEXAS §  
COUNTY OF Davis §

BEFORE ME, the undersigned authority, on this day personally appeared John C. Lewis, President of The Lewis-Bechtol Company, a Texas 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 28<sup>th</sup> day of November, 1979.

NOTARY SEAL

Rebecca Longmire  
Notary Public in and for  
Davis County, Texas

Rebecca Longmire  
-2-  
6822 294 Comm exp. 3-20-80

EXHIBIT A

2-19-2320

Lots 13, 14, 15, 16 and 17, The Meadow  
Subdivision, according to plat thereof,  
recorded in Volume 77, Page 65 of the  
Plat Records of Travis County, Texas,  
locally known as 9053-9045, 9037, 9029  
and 9021 Loop 360.

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

DEC 28 1979



*Doris Shugart*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

DEC 28 8 17 AM '79

*Doris Shugart*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

6822 295