

RESTRICTIVE COVENANTS

700  
2-56-6886

THE STATE OF TEXAS MAY -5-81 2101 \* 7.00  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS that L. M. Holder, III, Inc., a corporation organized and existing under the laws of the State of Texas, owner of Lots One(1) and Two(2) of THE VILLAGE at MEADOW MOUNTAIN, a subdivision in Travis County, Texas, as recorded in Plat Book 80 Page 333 of the Plat Records of Travis County, Texas,



Does hereby impress all of the said property and declare that the covenants and restrictions hereinafter set forth shall run with the property for the purposes of obtaining the approval of all appropriate regulatory authorities. The covenants and restrictions shall benefit and be binding upon subsequent owners and purchasers of any of the said property, their heirs, assigns, successors and personal administrators, to wit:

1. All building foundations on slopes of 15% and over and on fill placed upon such slopes shall utilize design and construction practices certified by a registered professional engineer qualified to practice in this field and such designs shall be placed on file with the City of Austin Engineering Department.
2. For a minimum travel distance of 25 feet from the roadway edge driveway grades may exceed 14% only with specific approval of surface and geometric design proposals by the Director of the Engineering Department or his designee.
3. No fill on any lot shall exceed a maximum of four(4) feet of depth. Except for structural excavation, no cut on any lot shall be greater than four(4) feet.
4. The restrictions of this agreement are derived from the City of Austin, Texas Ordinance No. 800103 P. In the event that said ordinance becomes less restrictive concerning building

DEED RECORDS  
Travis County, Texas

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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 <sup>2-56-6887</sup> 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 Austin, and joined by the then owner or owners of 51% of the above described property at the time of such modification, amendment or termination.

5. 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 an owner of the above described property or any part thereof or the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said persons or entity from violating or attempting to violate such agreement or covenant.

MADE, EXECUTED and delivered on 4-27, 1981.

**NO SEAL**  
L. M. HOLDER, III, INC.  
By: [Signature]  
L. M. HOLDER, III, PRESIDENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared L. M. Holder, III, President of L. M. Holder, III, Inc., a 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 the 27 day of April, 1981.

**NOTARY SEAL**

Jane E. Shaw  
Notary Public in and for Travis  
County, Texas  
My Commission Expires: 2-11-84  
JANE E. SHAW

7405 570

2-56-6388

FILED

MAY 5 7 47 AM '81

*Chris R. Hargrave*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the  
date and at the time stamped herein 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 5 1981  
*Chris R. Hargrave*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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