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RESTRICTIVE COVENANT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

2-72-8404

WHEREAS, Foursite Properties, a partnership composed of James T. Hoover, Harvey W. Doerring, Kirk J. Doerring and Fred W. Schmidt, are the owners of the following described property, to-wit:

14.51 acres out of the T. J. Chambers Eight League as more particularly described in Exhibit A attached hereto.

WHEREAS, the City of Austin and Foursite Properties 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, Foursite Properties, for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand paid to the undersigned by the City of Austin, the receipt and sufficiency of which is hereby acknowledged, do 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 them, their successors and assigns, as follows, to-wit:

1. No fill on any lot shall exceed a maximum of four feet (4') of depth. Except for structural excavation, no cut on any lot shall be greater than four feet (4'). All building foundations on slopes of fifteen percent (15%) and over and on fill placed upon slopes fifteen percent (15%) and over must utilize design and construction practices certified by a registered professional engineer qualified to practice in this field. Every lot shall be reasonably accessible by a vehicle from the roadway to the probable building site. For a minimum travel distance of twenty-five feet (25') from the roadway edge the driveway grade may exceed fourteen percent (14%) only with specific approval of surface and geometric design proposals by the director of the engineering department or his designee.

DEED RECORDS  
Travis County, Texas

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2. 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.

2-72-8405

3. 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.

4. 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.

5. This agreement may be modified, amended or terminated only by joint action of both (i) 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 (ii) by the owners of the above-described property at the time of such modification, amendment or termination.

EXECUTED this 6<sup>th</sup> day of November, 1981.

FOURSITE PROPERTIES

By James T. Hoover  
James T. Hoover

By Harvey W. Doerring  
Harvey W. Doerring

By *[Signature]*  
Kirk J. Doerring

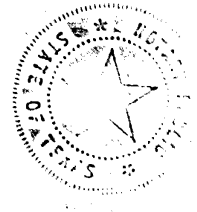
By *[Signature]*  
Fred W. Schmidt, by his Attorney-  
In-Fact, Kirk J. Doerring

2-72-8406

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared James T. Hoover, a partner of Foursite Properties, a partnership, 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 partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6<sup>th</sup> day of November, 1981.



NOTARY SEAL

*Bonnie C. Frankel-Andrews*  
Notary Public in and for  
Travis County, Texas

Bonnie C. Frankel-Andrews  
(Stamped or Printed Name of Notary)

My Commission Expires: 4/8/85

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Harvey W. Doerring, a partner of Foursite Properties, a partnership, 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 partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6<sup>th</sup> day of November, 1981.



NOTARY SEAL

*Bonnie C. Frankel-Andrews*  
Notary Public in and for  
Travis County, Texas

Bonnie C. Frankel-Andrews  
(Stamped or Printed Name of Notary)

My Commission Expires: 4/8/85

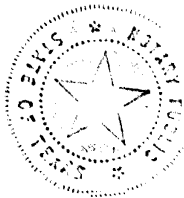
7621 785

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Kirk J. Doerring, a partner of Foursite Properties, a partnership, 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 partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6<sup>th</sup> day of November, 1981.

2-72-8407



NOTARY SEAL.

Bonnie C. Frankel-Andrews  
Notary Public in and for  
Travis County, Texas

Bonnie C. Frankel-Andrews  
(Stamped or Printed Name of Notary)

My Commission Expires: 4/8/85

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Kirk J. Doerring, known to me to be the person whose name is subscribed to the foregoing instrument, as the attorney-in-fact for Fred W. Schmidt, a partner of Foursite Properties, a partnership, and acknowledged to me that he subscribed the name of Fred W. Schmidt thereto as principal and his own name as attorney-in-fact, and executed the same for the purposes and consideration therein expressed, in the capacity therein set forth, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6<sup>th</sup> day of November, 1981.



NOTARY SEAL.

Bonnie C. Frankel-Andrews  
Notary Public in and for  
Travis County, Texas

Bonnie C. Frankel-Andrews  
(Stamped or Printed Name of Notary)

My Commission Expires: 4/8/85

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 stamp hereon by me, on



NOV 12 1981

Davis Thompson  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

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Davis Thompson  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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