STATE OF TEXAS
COUNTY OF TRAVIS



APR 20-8325 3701 * 5.00 RESTRICTIVE COVENANT

3-17-2939

KNOW ALL MEN BY THESE	PRESENTS that	the undersigned,			Blankenship			
Developments, Inc.	,	the	owners	of	that	certain	tract	of
land in Travis County, Texas, more particularly described as:								

Being all that property known as North Cat Mountain, Phase II, Section A a Subdivision of record in Book Texas.

Do 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 enhancing and protecting the value and desirability of land, and to obtain 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:

<u>Section 1</u>. 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.

<u>Section 2</u>. 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.

<u>Section 3.</u> No fill on any lot shall exceed a maximum of four feet of depth. Except for structural excavation, no cut on any lot shall be greater than four feet.

Section 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 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 owners of 51% of the above described property at the time of such modification, amendment or termination.

DEED. RECORDS
Travia County, Teams

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Restrictive Covenant

Section 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 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.

23 March MADE, EXECUTED and delivered on

NO SEAL

Terry Blankenship, Vice-President Blankenship Developments, Inc.

STATE OF TEXAS COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared , known to me to be the persons whose names are subscribed to the foregoing restrictive covenant, who on oath say and acknowledge that the same was executed for the purposes and in the capacity therein expressed,

GIVEN under my hand and seal of office this the <u>23</u> day of

My commission expires 6-2-85

STATE OF TEXAS

STATE OF TEXAS

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Thereby certify that this Instrument was FILED on the
state 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 COUNTY OF TRAVIS

APR 21 1983

COUNTY CLERK TRAVIS COUNTY, TEXAS

FILED

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