

RESTRICTIVE COVENANTS

THE STATE OF TEXAS †
COUNTY OF TRAVIS †

3-79-5850

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KNOW ALL MEN BY THESE PRESENTS that the Texas Commerce Bank and Sara Elizabeth Barrow Kemper, Co-Executors of the Estates of Jane Ewing Barrow and Edward R. Barrow, of the County of Harris and State of Texas, owners of land consisting of 11.224 acres, known as Northwest Hills Lakeview V-C, a subdivision in Travis County, Texas, as recorded in Plat Book 85, Page 7A-7B 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 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 15% only with specific approval of surface and geometric design proposals by the Director of the Public Works Department or his designee.

REAL PROPERTY RECORDS
Travis County, Texas

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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. 840301-G. 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 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.

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STATE OF TEXAS †
COUNTY OF HARRIS †

BEFORE ME, the undersigned authority, on this day personally appeared JOHN DYSKIN known to me to be the person whose name is subscribed to the foregoing instrument as VICE PRESIDENT of Texas Commerce Bank, Co-Executor of the Estates of Edward R. Barrow and Jane Ewing Barrow, and acknowledged to me that he executed the same in such capacity as the act and deed of said association for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 day of AUGUST, 19 84.

Loretta M. Altman
Notary Public in and for
County, Texas

THE STATE OF TEXAS †
COUNTY OF †

NOTARY SEAL

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Elizabeth Barrow Kemper, Co-Executor of the Estates of Edward R. Barrow and Jane Ewing Barrow, known to me to be the person whose name is subscribed to the foregoing instrument, and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of August, 19 84.

Sue Jann
Notary Public in and for Travis
County, Texas

NOTARY SEAL

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MADE, EXECUTED and delivered on August 28, 1984.

Texas Commerce Bank, Co-Executor of
the Estates of Edward R. Barrow and
Jane Ewing Barrow

By John M. Dyer

Sarah Elizabeth Barrow Kemper
Sarah Elizabeth Barrow Kemper,
Co-Executor of the estates of
Edward R. Barrow and Jane Ewing
Barrow

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

FILED

1984 OCT -1 AM 9:33

Oct-1, 1984



Laris Agnew
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Laris Agnew
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return: Waco - City Planning

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