

2-23-4317

1300  
25  
July

AGREEMENT TO AMEND RESTRICTIONS, CONDITIONS AND COVENANTS

FEB 28-80<sup>25</sup> 019 \* 23.25  
THE STATE OF TEXAS §  
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made by and between David B. Barrow, acting herein by and through his agent and attorney in fact, duly authorized, David B. Barrow, Jr., 3637 Far West Boulevard and Austin Corporation, a Texas Corporation hereinafter referred to as "Sellers," and L.M. Holder III, William F. McLean, Harvey L. Davis. T. Herndon Wolfe and Environmental Communities Corporation, a Texas Corporation, hereinafter referred to as "Purchasers".

WITNESSETH

WHEREAS, Sellers and Purchasers entered into a Contract of Sale of Real Estate executed January 4, 1979 and recorded in Volume 6428, Page 125, Deed Records of Travis County, Texas; and

WHEREAS, the property sold in the above-referenced Contract of Sale of Real Estate consisted of a total of 280.153 acres; and

WHEREAS, the 280.153 acres were divided into two tracts consisting of 11.66 acres and 268.493 acres; and

WHEREAS, certain conditions, restrictions and covenants were imposed upon the above-referenced 268.493 acres by the said Contract of Sale of Real Estate and the Warranty Deed executed by Sellers on January 4, 1979 and recorded in Volume 6428, beginning at page 101, Deed Records of Travis County, Texas, which conditions, covenants and restrictions are contained in Exhibit E of said Contract of Sale of Real Estate and Warranty Deed; and

WHEREAS, a tract of 26.579 acres is included in the above-referenced tract consisting of 268.493 acres, which 26.579 acre tract is more particularly described in Exhibit "A" which is attached hereto and made a part hereof for all purposes; and

WHEREAS, it is now the desire of all of the parties to the said Contract of Sale of Real Estate to amend the restrictions,

DEED RECORDS  
Travis County, Texas

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2-23-4318

conditions and covenants as to the said 26.579 acres, which right to amend by mutual agreement is provided for in the said Contract of Sale of Real Estate and Warranty Deed;

NOW THEREFORE, it is hereby AGREED that the property consisting of 26.579 acres and more particularly described by metes and bounds attached hereto as Exhibit "A" shall from the date of the execution of this agreement be subject to the amended restrictions, conditions and covenants contained in Exhibit "B", which is attached hereto and incorporated herein for all purposes and it is agreed that as to the said 26.579 acre tract, the attached amended restrictions, conditions and covenants shall supercede and take the place of the restrictions, conditions and covenants contained in the Contract of Sale of Real Estate and Warranty Deed recorded in Volume 6428, beginning at Page 101, Deed Records of Travis County, Texas, however, as to the remainder of the 268.493 acre tract, the restrictions, conditions, and covenants contained in the Contract of Sale of Real Estate and Warranty Deed recorded in Volume 6428, beginning at Page 101, Deed Records of Travis County, Texas, shall remain in full force and effect.

EXECUTED in multiple copies and signed this the 22nd day of February, 1980.

DAVID B. BARROW

By:

*David Barrow, Jr.*

DAVID B. BARROW, JR., Agent  
and Attorney-In-Fact

6889 1211

(CORPORATE SEAL)

2-23-4319

ATTEST:

Kay Gurley  
KAY GURLEY

AUSTIN CORPORATION

By: David Barrow Jr.  
DAVID B. BARROW, JR., President

L. M. Holder, III  
L. M. HOLDER, III

William F. McLean  
WILLIAM F. McLEAN

Harvey L. Davis  
HARVEY L. DAVIS

T. Herndon Wolfe  
T. HERNDON WOLFE

ATTEST:

Mary M. Wolfe  
MARY M. WOLFE

~~NO SEAL~~ ENVIRONMENTAL COMMUNITIES CORPORATION

By: T. Herndon Wolfe  
T. HERNDON WOLFE, President

THE STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared DAVID B. BARROW, JR., Agent and Attorney-In-Fact for David B. Barrow, 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 and in the capacity therein set forth.

Given under my hand and seal of office on this the 22nd day of February, 1980.

NOTARY SEAL

Clarence P. King  
Notary Public in and for Travis  
County, Texas

My Commission Expires: 11-30-80

Clarence P. King

THE STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared DAVID B. BARROW, JR., President of AUSTIN CORPORATION, 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 the 22nd day of February, 1980.

NOTARY SEAL

Clarence P. King  
Notary Public in and for Travis  
County, Texas

My Commission Expires: 11-30-80

Clarence P. King

6889 1212

THE STATE OF TEXAS  
COUNTY OF TRAVIS

2-23-4320

Before me, the undersigned authority, on this day personally appeared L.M. HOLDER, III, 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.

Given under my hand and seal of office on this 22 day of February, 1980.

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

NOTARY SEAL

THE STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared WILLIAM F. McLEAN, 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.

Given under my hand and seal of office on this 22<sup>nd</sup> day of February, 1980.

Elnora Shelton  
Notary Public in and for Travis  
County, Texas  
My Commission Expires: 1981  
ELNORA SHELTON

NOTARY SEAL

THE STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared HARVEY L. DAVIS, 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.

Given under my hand and seal of office on this 25 day of February, 1980.

Margaret Creamer  
Notary Public in and for Travis Dallas  
County, Texas  
My Commission Expires: 3-9-81  
MARGARET CREAMER

NOTARY SEAL

6889 1213

STATE OF TEXAS  
COUNTY OF TRAVIS

2-23-4321

Before me, the undersigned authority, on this day personally appeared T. HERNDON WOLFE, 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.

Given under my hand and seal of office on this 28 day of Feb., 1980.

NOTARY SEAL

Deborah Ramirez  
Notary Public in and for Travis  
County, Texas  
My Commission Expires: 12/81  
DEBORAH RAMIREZ

THE STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared T. HERNDON WOLFE, President of ENVIRONMENTAL COMMUNITIES CORPORATION, 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 day of Feb., 1980.

NOTARY SEAL

Deborah Ramirez  
Notary Public in and for Travis  
County, Texas  
My Commission Expires: 12/81  
DEBORAH RAMIREZ

6889 1214

EXHIBIT "A"

FIELD NOTES  
FOR 26.579 ACRES OF LAND

FIELD NOTES FOR 26.579 ACRES OF LAND OUT OF THE  
T.J. CHAMBERS GRANT IN TRAVIS COUNTY, TEXAS;  
SAID 26.579 ACRES BEING A PORTION OF A 280.153  
ACRE TRACT DESCRIBED IN A DEED TO L.M. HOLDER,  
III ET AL AS RECORDED IN VOLUME 6428, PAGE 101  
OF THE TRAVIS COUNTY DEED RECORDS, SAID 26.579  
ACRES BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

2-23-4322

BEGINNING at a point for a southeast corner of said  
26.579 acre tract, said point being in the existing north  
right-of-way line of Far West Blvd. and the southwest corner  
of Lot 4, Meadow Mountain II as recorded in Plat Book 79,  
Page 38 of the Travis County Plat Records;

THENCE along the existing north right-of-way line of Far  
West Blvd. North  $75^{\circ}03'00''$  West, at 595.00 feet pass an iron  
pin found, from which point an iron pin found for a point in  
the south right-of-way line of Far West Blvd. bears  
South  $14^{\circ}57'00''$  West, 90.00 feet, 786.71 feet in all to an  
iron pin found for the beginning of a curve to the left;

THENCE continuing with existing northwest right-of-way  
line of said Far West Blvd., along said curve to the left an  
arc distance of 225.86 feet, said curve having a radius of  
269.60 feet and whose chord bears South  $80^{\circ}57'00''$  West  
219.32 feet to an iron pin found for the beginning of a  
compound curve to the left;

THENCE continuing with existing northwest right-of-way line  
of said Far West Blvd., along said curve to the left an arc  
distance of 194.28 feet, said curve having a radius of 538.61  
feet and whose chord bears South  $46^{\circ}37'00''$  West, a distance of  
193.22 feet to an iron pin found for a point of tangency of  
said curve;

THENCE continuing with existing northwest right-of-way line  
of said Far West Blvd., South  $36^{\circ}17'00''$  West, a distance of  
156.21 feet to an iron pin found for the beginning of a curve  
to the right;

THENCE continuing with existing northwest right-of-way line  
of said Far West Blvd. along said curve to the right an arc  
distance of 184.47 feet; said curve having a radius of 596.03  
feet and whose chord bears S  $45^{\circ}09'00''$  West, 183.74 feet to an  
iron pin found for a point of tangency of said curve;

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2-23-4323

THENCE continuing with existing northwest right-of-way line of said Far West Blvd., South 54°01'00" West, a distance of 737.96 feet to an iron pin found for the beginning of a curve to the right;

THENCE along said curve to the right an arc distance of 33.74 feet, said curve having a radius of 20.00 feet and whose chord bears North 77°39'15" West, a distance of 29.88 feet to an iron pin found for the beginning of a compound curve to the right, same point being in the northeast right-of-way line of Ladera Norte;

THENCE with the existing northeast right-of-way line of said Ladera Norte, along said curve to the right an arc distance of 69.05 feet, said curve having a radius of 289.57 feet and whose chord bears North 22°29'38" West, 68.89 feet, to an iron pin found for the most westerly corner of herein described tract, same being a point in a southeasterly line of CAT MOUNTAIN NORTH SECTION I as recorded in Plat Book 78, Page 36 of the Travis County Plat Records;

THENCE along the northwesterly line of herein described tract, same being the southeast line of aforementioned CAT MOUNTAIN NORTH SECTION I subdivision, the following four (4) courses:

- 1) North 53°55'06" East, 107.33 feet to an iron pin found;
- 2) North 26°00'16" East, 108.89 feet to an iron pin found;
- 3) North 32°47'21" East, 148.28 feet to an iron pin found;
- 4) North 48°07'57" East, 53.29 feet to an iron pin found;

THENCE continuing along the northwesterly and northern side of herein described tract, same being the southeasterly and southern line of a tract of land described in a deed to Terry Blankenship, et al, as recorded in Volume 6454, Page 1360, Travis County Deed Records, the following thirteen (13) courses:

- 1) North 48°07'57" East, 144.34 feet to an iron pin found;
- 2) North 50°14'00" East, 96.49 feet to an iron pin found;
- 3) North 08°41'12" East, 135.38 feet to an iron pin found;
- 4) North 55°32'58" East, 132.56 feet to an iron pin found;
- 5) North 34°45'55" East, 126.11 feet to an iron pin found;
- 6) North 06°15'36" East, 197.92 feet to an iron pin found;
- 7) North 57°50'56" East, 111.36 feet to an iron pin found;
- 8) North 79°57'16" East, 258.51 feet to an iron pin found;
- 9) North 27°51'17" East, 159.39 feet to an iron pin found;
- 10) North 46°14'36" East, 303.67 feet to an iron pin found;
- 11) North 61°48'28" East, 252.75 feet to an iron pin set;
- 12) South 54°53'34" East, 153.95 feet to an iron pin found;
- 13) North 80°33'33" East, 192.39 feet to an iron pin found;

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Field Notes  
for 26.579 Acres  
Page 3

2-23-4324

THENCE along the northeasterly side of herein described tract, same being the southwesterly side of a tract of land described in a deed to Travis Ecology, Inc., as recorded in Volume 5167, Page 248, Travis County Deed Records, the following six (6) courses:

- 1) South 51°44'38" East, 143.46 feet to an iron pin found;
- 2) South 44°34'53" East, 138.39 feet to an iron pin found;
- 3) South 30°17'30" East, 146.01 feet to an iron pin found;
- 4) South 27°42'42" East, 112.18 feet to an iron pin found;
- 5) South 21°59'33" East, 114.68 feet to an iron pin found;
- 6) South 16°35'22" East, 107.38 feet to an iron pin found, same being the most northerly corner for Lot 3 of the aforementioned Meadow Mountain II Subdivision;

THENCE along a southeasterly line of herein described tract, same being a northwesterly line of Lot 3 and 4 of said Meadow Mountain II Subdivision South 72°38'00" West, at 131.22 feet pass an iron pin found for the northwest corner of Lot 3 and the northeast corner of Lot 4 of said Meadow Mountain II Subdivision, 202.22 feet in all to an iron pin found for the northwest corner of Lot 4;

THENCE along an east line of herein described tract, same being the west line of said Lot 4, Meadow Mountain Subdivision, South 14°57'00" West, 248.94 feet to the POINT OF BEGINNING and containing 26.579 acres of land more or less.

I HEREBY CERTIFY that these field notes were based on a survey made under my general supervision, and are true and correct to the best of my knowledge.

JERYL HART ENGINEERS, INC.

*Henry R. Richardson, Jr.*  
Henry W. Richardson, Jr., R.P.E. #31460

2-20-80  
Date

Project No. 79-097

HRR/rc



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MEADOW MOUNTAIN SECTION III  
TOTAL AREA JAR

DATE 02/20/80 INTERACTIVE COGD MODULE PAGE 0001  
FROM BEARING DISTANCE N COORD E COORD PTN

2-23-4325

\*\*\*\*\* AREA

2092	N 75 03 00 W	786.710	11218.914	23338.543	2092
2047	S 14 57 00 W	269.604	11421.867	22578.462	2047
CA=	48 00 00	ARC=	225.863	RAD= 269.604	
CB=	S 80 57 00 W	CHD=	219.315	TAN= 120.035	
2044	N 33 03 00 W	269.604	11387.369	22361.877	2044
2042	S 33 03 00 E	538.605	10935.913	22655.617	2037
CA=	20 40 00	ARC=	194.276	RAD= 538.605	
CB=	S 46 37 00 W	CHD=	193.224	TAN= 98.205	
2037	N 53 43 00 W	538.605	11254.648	22221.447	2041
2041	S 36 17 00 W	156.210	11128.727	22129.005	2030
2030	N 53 43 00 W	596.026	11481.443	21648.548	2027
CA=	17 44 00	ARC=	184.473	RAD= 596.026	
CB=	S 45 09 00 W	CHD=	183.738	TAN= 92.980	
2027	S 35 59 00 E	596.026	10999.145	21998.743	2029
2029	S 54 01 00 W	737.955	10565.560	21401.599	483
			10565.560	21401.599	483
483	N 35 59 00 W	20.000	10581.744	21389.848	482
CA=	96 39 30	ARC=	33.740	RAD= 20.000	
CB=	N 77 39 15 W	CHD=	29.879	TAN= 22.470	
482	S 60 40 30 W	20.000	10571.948	21372.410	481
481	N 60 40 30 E	289.566	10713.768	21624.870	291
CA=	13 39 47	ARC=	69.051	RAD= 289.566	
CB=	N 22 29 38 W	CHD=	68.888	TAN= 34.690	
291	S 74 20 17 W	289.566	10635.895	21346.055	494
494	N 53 55 06 E	107.335	10698.809	21432.801	65
65	N 26 00 16 E	108.888	10796.674	21480.542	66
66	N 32 47 21 E	148.279	10921.327	21560.843	67
67	N 48 07 56 E	53.291	10956.894	21600.528	68
68	N 48 07 58 E	144.338	11053.226	21708.015	2015
2015	N 50 14 00 E	96.490	11114.947	21782.182	2016
2016	N 08 41 12 E	135.381	11248.774	21802.629	2017
2017	N 55 32 58 E	132.561	11323.764	21911.941	2018
2018	N 34 45 55 E	126.107	11427.360	21983.849	2019
2019	N 04 15 36 E	197.920	11424.100	22005.431	2020
2020	N 57 50 56 E	111.364	11683.363	22099.717	2021
2021	N 79 57 16 E	258.506	11728.455	22354.260	2022
2022	N 27 51 17 E	159.387	11869.374	22428.731	2052
2052	N 46 14 36 E	303.669	12079.390	22648.066	2053
2053	N 61 48 28 E	252.747	12198.796	22870.830	2054
2054	S 54 53 34 E	153.951	12110.257	22996.774	2055
2055	N 80 33 33 E	192.387	12141.814	23186.555	2056
2056	S 51 44 38 E	143.463	12052.985	23299.210	2057
2057	S 44 34 53 E	138.387	11954.419	23394.346	2058
2058	S 30 17 30 E	146.014	11828.341	23469.996	2059
2059	S 27 42 42 E	112.176	11729.031	23522.161	2060
2060	S 21 59 33 E	114.677	11622.699	23565.105	2070
2070	S 16 35 22 E	107.379	11519.789	23595.763	20
20	S 72 38 00 W	131.220	11480.622	23470.525	4002
4002	S 72 38 00 W	70.997	11459.430	23402.765	2093
2093	S 14 57 00 W	248.942	11218.914	23338.543	2092
AREA=	1157789.878 SQ. FT. OR	26.57920 ACRES			

26.579

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EXHIBIT B

It is expressly stipulated that all land in the foregoing Exhibit "A" i.e. the 26.579 acres shall be subject henceforth to the following conditions, restrictions and covenants, running with the land as follows:

1. Designation of Use

All lots shall be used for single or multi-family residential purposes or for commercial office, clinic or retail uses. No lot shall be used for an industrial site, nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

2. Retention of Easements

Easements are reserved as indicated on the recorded plat.

3. Temporary Structures and Garage Apartments

No house trailer, tent, shack, garage apartment or other out-building shall be placed, erected, or permitted to remain on any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon.

4. Architectural Control and Building Plans

For the purpose of insuring high development standards, the Developer, or, in its absence or inability to act, an Architectural Committee appointed at intervals of not more than five years by the then owners of a majority of the lots in the subdivision, reserve the right to regulate and control the buildings or structures or other improvements placed on each lot. No building, wall, or other structure shall be placed upon such lot until the plan therefor and the plot have been approved in writing by the Developer. Refusal of approval of plans and specifications by the Developer, or by the said Architectural Committee, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or Architectural Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. No house or other structure shall remain unfinished for more than two years after the same have been commenced.

5. General Covenants

These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in the subdivision, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of this subdivision shall agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in said subdivision, each lot, or plot, to admit of one vote.

2-23-4327

6. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in the subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from doing so, or to recover damages for such violations. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the endorsement of any such covenant, condition, restriction or use.

Invalidation of any one or any part of these conditions, restrictions, uses or covenants by judgment or court order shall in no wise effect any of the others which shall remain in full force and effect.

The above and foregoing restrictions and covenants shall run with the land as aforesaid but are subject to being changed or amended by mutual agreement between Sellers and Purchasers at any time prior to any sale whereby the rights of other purchasers or third parties would prevent any change by reason of vested rights.

FILED

FEB 28 3 18 PM '80

*Louis Shropshire*  
COUNTY CLERK  
TRAVIS COUNTY, 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 herein by me, on

FEB 28 1980



*Louis Shropshire*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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