

DOC. NO.

00087920

FILM CODE

00004406202

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RESTRICTIVE COVENANT

THE STATE OF TEXAS)(

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3 3 09/22/88

COUNTY OF TRAVIS)(

KNOW ALL MEN BY THESE PRESENTS:

2.84-CHK#

879.20-DOC#

WHEREAS, the undersigned, of Travis County, Texas, are owners of the following described property (hereinafter referred to as "the property"), to-wit:

JESTER POINT 2, SECTION 5-A

WHEREAS, the City of Austin, Texas, a municipal corporation, and the undersigned owners of the property should be impressed with certain covenants and restrictions running with the land, for the benefit of the owners, the benefit of the public, and the more appropriate development and benefit of the property, and desire to set forth such agreement in writing;

NOW, THEREFORE, for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand paid by the City of Austin, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned owners do hereby impress upon the property, the following covenants, conditions and restrictions, which shall be deemed and considered to be covenants running with the land, and which shall be binding on the undersigned owners, their heirs, personal representatives, successors and assigns, as follows, to-wit:

1. Before the property may be used or developed for any residential purpose, adequate parkland must be provided to serve the residences, according to the standards and regulations contained in Chapters 13-1 and 13-3 of the Code of the City of Austin.
2. If any 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; or to take any other action authorized by ordinance or utility service regulations of the City of Austin.

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

10780 0001

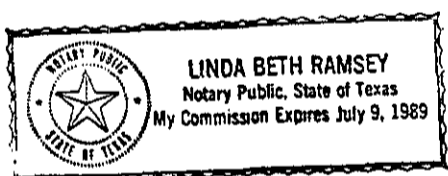
3. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgement or court order, the same shall in nowise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.
4. The 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 (a) 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 (b) by the owner (s) of the above-described property at the time of such modification, amendment or termination.

EXECUTED this 15th day of September, 1988.

Howard Burris, Jr.
By: HOWARD BURRIS, JR.

State of Texas)
County of Travis)

This instrument was acknowledged before me on the 1st day of September 1988, A.D. by Howard Burris, Jr.

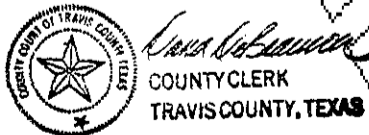


Linda Beth Ramsey
Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

*After recording
Return:
H. Terrell, UCC Dept
forward to:
Lond Dev. Serv.
City of Austin
attn: Roy Headrick*

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, on

SEP 22 1988



FILED
1988 SEP 22 AM 8:16
DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10780 0002