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DOC. NO.

91043320

Zoning Case No. C14-91-0011

RESTRICTIVE COVENANT

2349 PM 6155

9.00 INDX  
2 2 05/28/91  
910433.20-000#

**OWNER:** TEXAS BANK, a Texas chartered bank  
**ADDRESS:** P. O. Box 3136, Austin, Texas, 78764.  
**CONSIDERATION:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.  
**PROPERTY:** 7.905 acre tract of land out of the M. D. Williams Survey No. 49 and the Robert Foster Survey No. 43, said 7.905 acre tract of land being more particularly described by metes and bounds in "Exhibit A" attached and incorporated herein for all purposes.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions as conditions of zoning for the Property;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. To the extent the Owner has any power to change the alignment of Winterberry Drive by virtue of ownership of the property described above, the design of Winterberry Drive shall remain a cul-de-sac. Furthermore to the extent the Owner has any power to change the alignment of Winterberry Drive by virtue of ownership of the property described above, any future street design and construction improvements to Winterberry Drive for purposes of providing direct vehicular access from Winterberry Drive to Loop 360 shall be prohibited unless otherwise authorized by the City of Austin.
2. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
4. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
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, and (b) by the owner(s) of the Property at the time of such modification, amendment or termination.

All citations to the Austin City Code shall refer to the Austin City Code of 1981, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

TEXAS BANK, a Texas chartered bank

BY: John B. Smith  
JOHN B. SMITH, Vice President

Date: May 16, 1991.

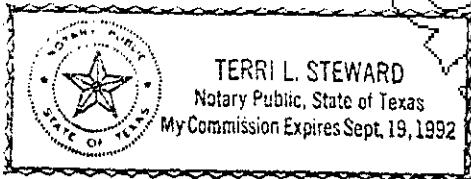
THE STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§

This instrument was acknowledged before me on this the 16 day of May, 1991, by John B. Smith, Vice President of Texas Bank, a Texas chartered bank, on behalf of said chartered bank.

TERRI L. STEWARD  
Notary Public Signature

Type or Print of Notary \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



After Recording, Please Return to:  
City of Austin  
Department of Law  
P. O. Box 1088  
Austin, Texas 78767  
Attention: Joe Jimenez, Legal Assistant

DUPLICATE DOCUMENT

## FIELD NOTES

BEING A 7.905 ACRE TRACT OR PARCEL OF LAND LOCATED IN M.D. WILLIAMS SURVEY NO. 49 AND THE ROBERT FOSTER SURVEY NO. 43, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND MORE PARTICULARLY BEING A PORTION OF THAT CERTAIN 18.213 ACRE TRACT OF LAND CONVEYED TO TEXAS BANK/ SOUTHWEST BY DEED RECORDED IN VOLUME 11326, PAGE 408 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 7.905 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 18.213 acre tract, same being the southeast corner of Lot 6, Block B, Jester Point 2 Section 2 Phase A recorded in Book 84, Page 2A of the Plat Records of Travis County, Texas, said iron rod also being in the north line of that certain 118.276 acre tract conveyed to Josie Ellen and Juanita Champion by deed recorded in Volume 8714, Page 658 of the Deed Records of Travis County, Texas;

THENCE N 30°33'28" E along the common line between said Jester Point 2 Section 2 Phase A and the herein described tract a distance of 370.56 feet to a 1/2-inch iron rod set for the northwest corner of the herein described tract, same being the southwest corner of that certain 16.976 acre tract conveyed to Austin Horizons II L.P. by deed recorded in Volume 11098, Page 876 of the Real Property Records of Travis County, Texas;

THENCE S 60°10'00" E along the common line between said 16.976 acre tract and the herein described tract a distance of 913.98 feet to a 1/2-inch iron rod set for the northeast corner of the herein described tract;

THENCE S 30°23'30" W crossing said 18.213 acre tract a distance of 381.72 feet to 1/2-inch iron rod set for the southwest corner of the herein described tract in the aforementioned north line of a 118.276 acre tract;

THENCE westerly along the common line between said 118.276 acre tract and the herein described tract the following two (2) courses:

1. N 59°38'51" W a distance of 185.27 feet to an old rock mound found for the apparent southwest corner of the Robert Foster Survey No. 43, same being the southeast corner of the M.D. Williams Survey No. 49;
2. N 59°25'15" W a distance of 729.74 feet to the POINT OF BEGINNING of the herein described tract and containing 7.905 acres of land.

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
STEVEN R. MCANGUS, R.P.S., NO. 3680

FILED

MAY 28 2 51 PM '91

DANA DEBEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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

MAY 28 1991

RECORDER'S MEMORANDUM - At the time of  
recording this instrument was found to be inadequate  
for the best photographic reproduction, because of  
illegibility, carbon or photo copy, discolored paper,  
etc. All blockouts, additions and changes were present  
at the time the instrument was filed and recorded.



*Dana Debeauvoir*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

Unrecorded Document

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

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