

700
300
Res.

3-18-4732

RESTRICTIVE COVENANTS

STATE OF TEXAS MAY -6-83 3914 * 3.00
COUNTY OF TRAVIS MAY -6-83 3913 * 7.00

WHEREAS, Nash Phillips/Copus, Inc., is the owner of Lots One through Fifteen (1-15), inclusive, Block "A"; Lots One through Seven (1-7), inclusive, and Nine through Twenty-Six (9-26), inclusive, Block "B"; Lots One through Ten (1-10), inclusive, Block "C"; and Lots One through Nine (1-9), inclusive, Block "D", DORSETT OAKS, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in Plat Book 78, Pages 247-248, Plat Records of Travis County, Texas; and

WHEREAS, The City of Austin and Nash Phillips/Copus, Inc. have agreed that the above described property should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, Nash Phillips/Copus, Inc., for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand to the undersigned paid by the City of Austin, the receipt of which is hereby acknowledged, does hereby agree with respect to said property described above, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on it, its successors and assigns, as follows, to-wit:

1. Any construction upon Lots Two (2), Three (3), Four (4), Five (5) and Fifteen (15), Block "A", of DORSETT OAKS, a subdivision in Travis County, Texas, shall be limited in height to one story.

2. Except in areas where the City of Austin raises objections because of its interference with existing drainage easements, there shall be erected along the East boundary line of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Fifteen (15), Block "A", and along the East boundary line of Lots One through Nine (1-9), inclusive, Block "D"

DEED RECORDS
Travis County, Texas

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OF DORSETT OAKS, a subdivision in Travis County, Texas, a six foot (6') privacy fence, the construction of which shall occur prior to any construction within Dorsett Oaks Subdivision. Said fence shall be erected by Nash Phillips/Copus, Inc. and thereafter properly maintained by the owners of the lots on which the same is situated.

3. Any construction upon Lots One through Nine (1-9), inclusive, Block "D", DORSETT OAKS, a subdivision in Travis County, Texas, shall be one story in height, except a two story structure shall be permitted in the event that the lot in Dorsett Oaks on which such two story structure is erected abuts a lot in the adjacent Millwood Subdivision upon which a dwelling two stories in height already exists.

4. If any person, 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.

5. If any part or provisions of this agreement or covenant herein contained shall be declared invalid, by judgment 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.

6. 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.

7. This agreement may be modified, amended or terminated only by joint action of both (a) a majority of the members

3-18-4734

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

EXECUTED this the 5th day of May, 1983.

NASH PHILLIPS/COPUS, INC.

By: Jack E. Davis
Senior Vice President
Jack E. Davis

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Jack E. Davis Senior Vice President of Nash Phillips/Copus, Inc., a 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 5th day of May, 1983.

M Lou Bell
Notary Public, State of Texas

My Commission Expires: 5-19-86

M Lou Bell
Printed Name of Notary

NOTARY SEAL

STATE OF TEXAS COUNTY OF TRAVIS
I hereby 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

MAY 6 1983



Doris Anapolina
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
1983 MAY -6 AM 10:05

Doris Anapolina
COUNTY CLERK
TRAVIS COUNTY, TEXAS