

3. Lot. “Lot” shall mean and refer to that portion of any of the plot of land shown on the plat and subdivision map recorded in Book 79, Page 168 of the plat records of Travis County, Texas, on which there will be built residential improvements. The term “lot” shall not include any reserves shown on the same map or plat nor include any portion of the property to be used other than for residential purposes.

4. Building Site. “Building Site” shall mean and refer to that portion of any of the above defined Lots within: (i) the front and side setback lines, and (ii) any area established upon such subdivision plat, or a conservation area, and upon which any residential improvement is to be built.

ARTICLE TWO

Restrictions

1. Building Foundations. All residential building foundations which are constructed: (i) on slopes of fifteen percent (15%) and over, or (ii) over and on fill placed upon slopes of fifteen percent (15%) and over, must utilize design and construction practices certified by a registered professional engineer qualified to practice in this field of engineering practice.

2. Driveways. Every lot shall be reasonably accessible by vehicle from a roadway to the probable building site. For a minimum travel distance of twenty-five (25) feet from the roadway edge, the driveway grade may exceed fourteen percent (14%) only with specific approval of surface and geometric design proposals by the City of Austin, Director of the Engineering Department, or his designee.

3. Fill. Unless alternative methods for cut and fill spoil disposal sites are approved by the Director of Engineering, City of Austin, 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 Article II of this agreement are derived from the City of Austin, Texas, Ordinance No. 790913-AA. In the event that said ordinance becomes less restrictive concerning building foundations, building sites or 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.

ARTICLE THREE

Amendment and Enforcement

1. 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 the City of Austin, and joined by the then owner(s) of fifty-one-percent (51%) of owners of the above described property at the time of such modification, amendment or termination.

2. 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 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 18th day of February, 1980.

SPICEWOOD DEVELOPMENT CORPORATION

By: J. H. McCullick, President

NOTARY ACKNOWLEDGMENT

APPROVAL OF RESTRICTIONS COVENANTS OF SUBDIVISION PLAT

BE IT KNOWN, that on the 26 day of February, 1980, the Planning Commission of the City of Austin, at its regular meeting, did approve the Restrictions Covenants of that certain subdivision called

SPICEWOOD AT BALCONES VILLAGE SECTION 11

as recorded in Book _____, Page _____, of the Plat records of Travis County, Texas, upon application of

the owners and proprietors of all the land covered by the said subdivision.

EXECUTED, this 26 day of February, 1980.

Miguel Guerrero, Chairman
Planning Commission of the City of Austin,
Travis County, Texas

ATTEST:

Richard R. Lillie, Executive Secretary
Planning Commission of the City of Austin and
Director, Department of Planning of the City of Austin, Texas

NOTARY ACKNOWLEDGMENT