

Terri Tessier (REGB Gracy)

From: Pennie Klein (REGB Gracy)
Sent: Thursday, July 05, 2007 2:32 PM
To: Terri Tessier (REGB Gracy)
Subject: FW:Restrictions



AR-M550N_200707
06_031925.pdf (...)

Terri:

I need to get the restrictions for the attached in Travis County. Please let me know if you need any other information.

Thanks,

Pennie Klein
Gracy Title Company
Escrow Assistant
721 Highway 290 West, Suite 102
Dripping Springs, TX 78620
512.894-3060 Office
512.894-3260 Fax
pennie@gracytitle.com

-----Original Message-----

From: whitney@gracytitle.com [mailto:whitney@gracytitle.com]
Sent: Friday, July 06, 2007 4:19 AM
To: Pennie Klein (REGB Gracy)
Subject: Scanned image from AR-M550N

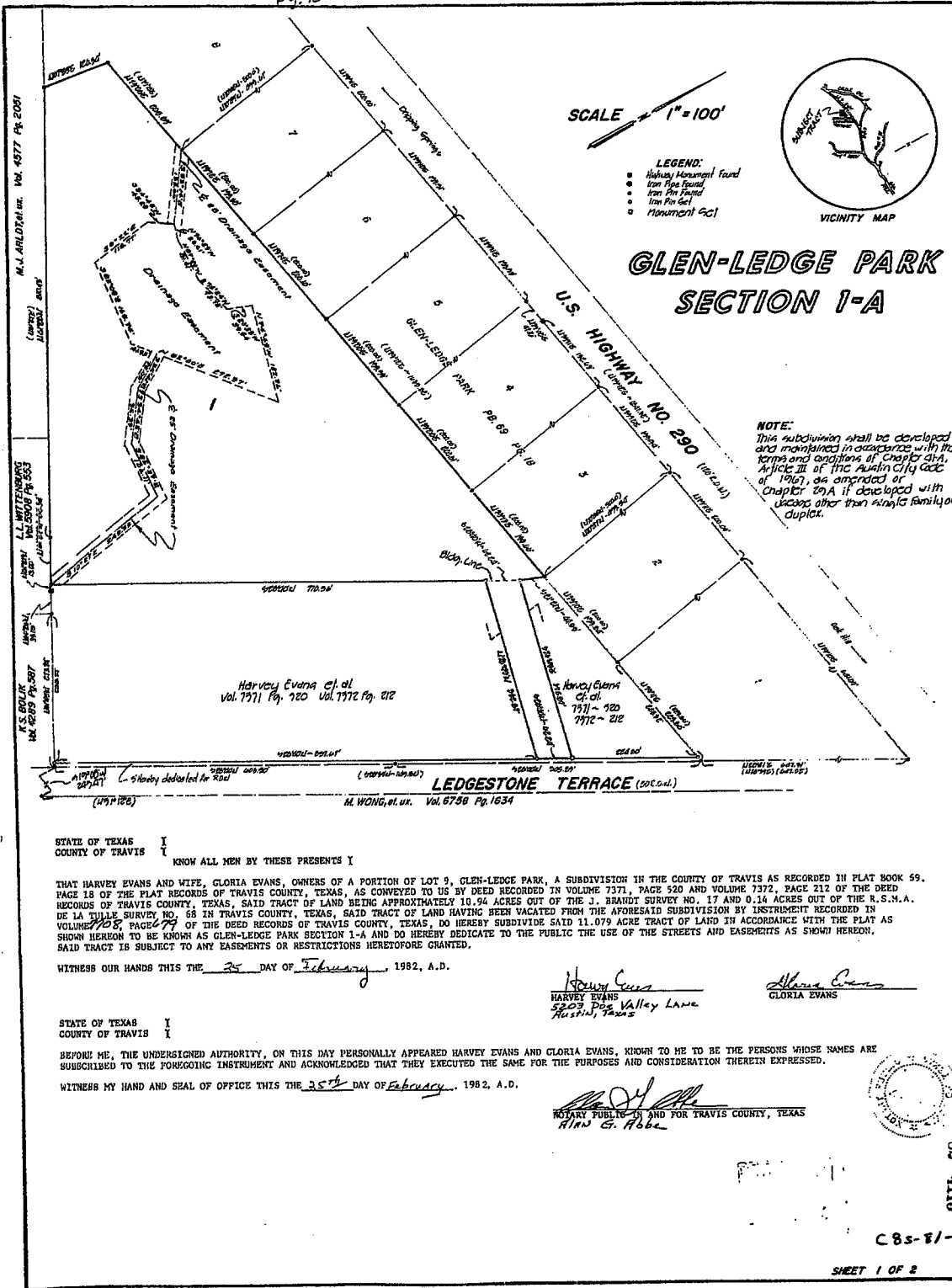
DEVICE NAME: GR Dripping Springs Copier
DEVICE MODEL: SHARP AR-M550N
LOCATION: Dripping Springs

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

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09.15



Vol. 82 Page 75 Map 24-82, RCHA 8220 # 1007

Harvey Evans et al
Vol. 7971 Pg. 720 Vol. 7972 Pg. 212

Harvey Evans
et al
7971 - 720
7972 - 212

LEDGESTONE TERRACE (cont'd.)
M. WONG, et al. Vol. 8798 Pg. 1634

STATE OF TEXAS
COUNTY OF TRAVIS

I KNOW ALL MEN BY THESE PRESENTS I

THAT HARVEY EVANS AND WIFE, GLORIA EVANS, OWNERS OF A PORTION OF LOT 9, GLEN-LEDGE PARK, A SUBDIVISION IN THE COUNTY OF TRAVIS AS RECORDED IN PLAT BOOK 59, PAGE 18 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AS CONVEYED TO US BY DEED RECORDED IN VOLUME 7371, PAGE 520 AND VOLUME 7372, PAGE 212 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING APPROXIMATELY 10.94 ACRES OUT OF THE J. BRANDT SURVEY NO. 17 AND 0.14 ACRES OUT OF THE R.S.M.A. DE LA TALLE SURVEY NO. 68 IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND HAVING BEEN VACATED FROM THE AFORESAID SUBDIVISION BY INSTRUMENT RECORDED IN VOLUME 7908, PAGE 677 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 11.079 ACRE TRACT OF LAND IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS GLEN-LEDGE PARK SECTION 1-A AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SAID TRACT IS SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED.

WITNESS OUR HANDS THIS THE 25 DAY OF February, 1982, A.D.

Harvey Evans
HARVEY EVANS
5203, P.O. Valley Lane
Austin, Texas

Gloria Evans
GLORIA EVANS

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HARVEY EVANS AND GLORIA EVANS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 25th DAY OF February, 1982, A.D.

Ryan G. Hobb
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS
RYAN G. Hobb



82 4113

C 85-81-287

SHEET 1 OF 2

Vol. 82 Page 75
Map 24-82, RCHA 8220 # 1007

GLEN-LEDGE PARK SECTION 1-A

APPROVED FOR ACCEPTANCE THIS THE 9TH DAY OF MARCH, 1982, A.D.

Richard K. Lillie
DIRECTOR OF PLANNING - Richard K. Lillie

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY PLANNING COMMISSION, CITY OF AUSTIN, TEXAS, THIS THE 9TH DAY OF MARCH, 1982, A.D.

David C. Bodenman
CHAIRMAN
DAVID C. BODENMAN

Gilbert M. Martinez
SECRETARY
GILBERT M. MARTINEZ

STATE OF TEXAS I
COUNTY OF TRAVIS I

I, DORIS SHROPSHIRE, COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 23rd DAY OF March, 1982, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD ON THIS PLAT AND THAT SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN BOOK 3, PAGE 496.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY THIS THE 23rd DAY OF March, 1982, A.D.

DORIS SHROPSHIRE, CLERK COUNTY COURT, TRAVIS COUNTY, TEXAS
BY: DEPUTY *S. Young*
S. YOUNG

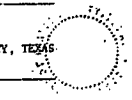


STATE OF TEXAS I
COUNTY OF TRAVIS I

I, DORIS SHROPSHIRE, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24th DAY OF March, 1982, A.D. AT 9:25 O'CLOCK A.M. AND DULY RECORDED ON THE 24th DAY OF March, 1982, A.D. AT 7:30 O'CLOCK A.M. IN THE PLAT RECORDS OF SAID COUNTY IN PLAT BOOK 82, PAGE 75-76.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY THE DATE LAST WRITTEN ABOVE.

DORIS SHROPSHIRE, CLERK COUNTY COURT, TRAVIS COUNTY, TEXAS
BY: DEPUTY *L. Jones*
L. JONES



FILED FOR RECORD AT 9:25 O'CLOCK A.M. THIS THE 24th DAY OF March, 1982, A.D.

DORIS SHROPSHIRE, CLERK COUNTY COURT, TRAVIS COUNTY, TEXAS
BY: DEPUTY *L. Jones*
L. JONES

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR ANY BRIDGES OR CULVERTS NECESSARY TO BE PLACED ON SUCH ROADS, STREETS OR OTHER PUBLIC THOROUGHFARES SHALL BE THE RESPONSIBILITY OF THE OWNERS AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, AND SAID COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

THE ACCEPTANCE FOR MAINTAINING BY TRAVIS COUNTY, TEXAS, OF THE ROADS OR STREETS IN REAL-ESTATE SUBDIVISIONS DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET MARKING SIGNS, AS THIS IS CONSIDERED TO BE A PART OF THE DEVELOPERS CONSTRUCTION; BUT THAT ERECTING SIGNS FOR TRAFFIC CONTROL SUCH AS FOR SPEED LIMITS AND STOP AND YIELD SIGNS, SHALL REMAIN THE RESPONSIBILITY OF THE COUNTY.

I, W. HARVEY SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 41 OF THE AUSTIN CITY CODE; IS TRUE AND CORRECT; AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

W. Harvey Smith
W. HARVEY SMITH
REGISTERED PUBLIC SURVEYOR NO. 720
1214 West 5th Street - Austin, Texas 78703
JULY 23, 1981

FLOOD PLAIN NOTE:
The 100 Year Flood Plain is contained within the
Drainage Easement as shown hereon.

FLOOD PLAIN DATA:

Alan D. Abbe
ALAN D. ABBE
Registered Professional Engineer No. 26997
4400 West Hill Road
Austin, Texas
February 18, 1982



HEALTH DEPARTMENT RESTRICTIONS:

No structure in this subdivision shall be occupied until connected to a public sewer system or to an individual sewage disposal system which has been approved by the Austin-Travis County Health Department.
No structure in this subdivision shall be occupied until connected to a potable water supply from an individual well or an approved public water supply with adequate quantity for family use and operation of an approved septic tank system.
This subdivision is approved for individual water wells. No well may be installed within 150' of a septic system nor may a septic system be installed within 150' of a well.

These restrictions are enforceable by the Austin-Travis County Health Department and/or the lot owners or developer.

This subdivision has been accepted for development with septic tank seepage and private water wells by the Austin-Travis County Health Department.

Tommy F. Green
TOMMY F. GREEN, P.E. - HEALTH OFFICER

3-2-82
DATE

C85-81-287
SHEET 2 OF 2

Vol. 82 Page 76
Nov-24-82
RCHA 8230
82 414
Vol. 82 Page 76
PLANNING TRAVIS COUNTY, TEXAS

MAY 25-73 396 * 7.50

750

THE STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

67 79-0544

That I, Geoffrey Russell Ferguson, not joined herein by my wife, in that the herein described property is my separate property and estate, and I own and occupy other property as my homestead, for the consideration hereinafter stated, have GRANTED, SOLD AND CONVEYED, and by these presents do grant, sell and convey, subject to the vendor's lien and superior title hereinafter retained and subject to the easements, reservations and restrictions hereinafter mentioned, unto Glenway Terrace, Inc., a Texas Corporation, all that certain lot, tract or parcel of land, lying and being situated in Travis County, Texas, to-wit:

41.61 acres of land, being 41.12 acres out of the Johann Brandt Survey No. 77, and 0.49 of an acre out of the Mrs. J. S. Glasscock Survey, in Travis County, Texas, described by metes and bounds as follows:
BEGINNING at an iron pipe set at a fence corner post in the South right-of-way line of U. S. Highway 290, being the intersection of the East line of the Johann Brandt Survey No. 77, and the South line of said U. S. Highway 290 for the Northeast corner of this tract;
THENCE S 28° 39' W along the East line of the Johann Brandt Survey No. 77, a distance of 1797.40 feet to an iron stake found in a rock mound at a fence corner for the Southeast corner of this tract and being also the Southeast corner of the Johann Brandt Survey No. 77 and the Northeast corner of Mrs. J. S. Glasscock Survey;
THENCE along an old fence forming an agreed boundary line between the Ferguson Tract and the Eitel Tract N 61° 23' W a distance of 313.0 feet to an iron stake; N 61° 36' W 95.37 feet; N 61° 27' W 913.02 feet to an iron stake; and N 61° 23' W 263.12 feet to an iron stake by a corner post for the Southwest corner of this Tract;
THENCE N 30° 00' E a distance of 504.83 feet to an iron stake found in the South boundary line of U. S. Highway 290 for the Northwest corner of this Tract;
THENCE along the South boundary line of U. S. Highway 290 N 79° 12' E 2038.68 feet to the PLACE OF BEGINNING; and being the same property conveyed by Russell G. Ferguson, et ux to Geoffrey Russell Ferguson by deed dated November 13, 1970, recorded in Volume 3952, Page 1, of Travis County Deed Records as surveyed by Forrest B. Scott. Registered Public Surveyor, May 3, 1973.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto

DEED RECORDS
Travis County, Texas

4656 651

the Grantee above named, its successors and assigns, forever, and I do hereby bind myself, my heirs, executors and administrators, TO WARRANT AND FOREVER DEFEND, all and singular, the said premises unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the following:

1. All easements of record in the Office of the County Clerk of Travis County, Texas, applicable to said property;
2. That certain oil, gas and other minerals lease of record in Volume 3243, Page 460 of Travis County Deed Records;
3. SAVE, EXCEPT AND RESERVED to me, the Grantor, my heirs and assigns, one-half (1/2) non-participating royalty interest (being equal to not less than an undivided one-sixteenth (1/16th) of all oil, gas and other minerals) in, on or under and that may be produced from the above described property; it being understood and agreed that neither I, nor my heirs and assigns, shall participate in the making of any oil, gas or other minerals lease covering said property, nor shall I, my heirs and assigns, participate in any bonuses or delayed rentals to be paid under any lease after the expiration of the existing lease of record in Volume 3243, Page 460, of Travis County Deed Records, all rights to which are reserved unto Russell G. Ferguson and Tonie Ferguson until December 20, 1976, on which said date all minerals shall vest in me, the Grantor herein, and all of which said estate LESS AND EXCEPT the one-half (1/2) royalty interest hereinabove excepted is included in this conveyance.

This conveyance is subject to the restrictions as contained in "Exhibit" attached hereto and made a component part hereof, which shall be covenants running with the land.

The consideration for this conveyance is as follows:

- 1). TEN DOLLARS (\$10.00) and other valuable and sufficient cash consideration to me in hand paid by said Grantee, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, express

or implied, is retained;

2). SIXTY FIVE THOUSAND SEVEN HUNDRED FORTY -THREE AND ⁷⁹⁻⁰⁵⁴⁶
80/100 (\$65,743.80) DOLLARS secured to be paid in accordance with one promis-
sory purchase money note of even date herewith bearing interest from its date
at the rate of eight per cent (8%) per annum, made by the Grantee herein pay-
able to Geoffrey Russell Ferguson, or order, at Austin, Travis County, Texas,
in annual installments as follows: interest only at the rate of eight per cent (8%)
per annum computed on the principal balance then owing shall be due and payable
May 24, 1974 and May 24, 1975, and thereafter commencing May 24, 1976, there
shall be due and payable \$8,217.97 plus interest and shall continue with a payment
of \$8,217.97 plus interest on the same day of each May thereafter until said note,
principal and interest, is fully paid. Said note contains the usual provisions for
the acceleration of maturity and ten per cent (10%) attorney's fees in the event of
default, is secured by the vendor's lien and the superior title hereinafter mentioned
and is additionally secured by a deed of trust of even date herewith to Russell G.
Ferguson, trustee.

But it is expressly agreed and stipulated that the vendor's lien and superior
title are retained against the above described property and premises until the in-
debtedness above mentioned and described, as evidenced by the hereinbefore
described note, principal and interest, is fully paid according to its face and tenor,
effect and reading, when this deed shall become absolute.

I, the Grantor herein, expressly agree that said grantee or its successor
in title may demand and receive from time to time, at grantee's or such successor's
expense, releases of said vendor's lien and deed of trust lien of various tracts
which grantee or such successor may select, on the basis of \$3,000.00 per acre
of that land included within the commercial area, and on the basis of \$2,000.00
per acre of that land included within the residential area, as designated in
"EXHIBIT" by depositing in escrow, under a written trust agreement to be exe-
cuted by me, the Grantor herein, and said grantee or such successor in title,
with Austin National Bank, trustee, beyond the control of Grantor and beyond the

control of grantee or such successor, Certificates of Deposit written in the name of Austin National Bank trustee, to be issued by a building and loan association doing business in Austin, Texas, or Certificates of Deposit issued by Austin National Bank, written in the name of Austin National Bank trustee, of the cash surrender value equal to the value of the land being released based on the per acre value above stipulated, plus accrued interest computed on the entire unpaid principal balance of the note to the date of said release, thereby substituting other security in lieu of land to secure the payment of said note, the payment of which shall be continued by said grantee, or its successor in title in accordance with its original terms until said note, principal and interest, is fully paid according to its face and tenor, effect and reading. When said note, principal and interest, is fully paid according to its terms, Grantor shall execute and deliver to grantee, or its successor in title, a release of such substituted security, together with all accumulated interest thereon. Such trust agreement shall contain provisions directing it, upon receiving written directions from Grantor, to convert into cash a sufficient amount of such substituted security to make up any installment or installments or principal and interest which may, at any time, before final payment of said note, become in default.

79-0547

WITNESS MY HAND, this the 24th day of May, 1973.

Geoffrey Russell Ferguson
Geoffrey Russell Ferguson

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Geoffrey Russell Ferguson, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of May, 1973.

NOTARY SEAL

Jean Morrison
Notary Public in and for Travis County,
Texas

A. No part of any said property shall be used or maintained as a dumping ground for garbage, junk or any other refuse; nor shall open storage be permitted.

79-0548

B. No trailer, house trailer, mobile home, tent, shack, garage or barn shall at any time be used as a residence, nor shall any building whatsoever be moved upon said property.

C. No motor vehicle wrecking yard, body shop, junk yard, trailer park nor trailer sales, honky-tonk, liquor lounge, slaughterhouse, hide house, animal kennel, nor poultry produce house shall be maintained on or operated upon the above described property; nor shall any activity or trade be conducted thereon which may constitute a nuisance. Liquor and beer may be sold thereon for off-premises consumption only; except when served in a restaurant whose business is principally dependent upon profits from providing hot meals.

D. No swine shall ever be kept nor permitted on any part of said property.

E. No livestock, poultry, dogs, cats, or other animals or fowl may be kept on the subject property for breeding or commercial purposes. Horses may be kept for family pleasure on the ratio of two horses per each five acre tract. Horses shall not be allowed to run at large, and must be kept corralled, except when in use. Any corrals and barns shall be constructed at the rear of any tract of land and shall be kept clean and unoffensive to the public.

F. The property, fronting on Highway 290, to a depth of 500 feet may be used for commercial or residential purposes. All of the remainder of the above described property shall be used for residential purposes only.

G. No residential building shall be nearer than 25 feet to the front property line, nor nearer than 7 1/2 feet to any side line, nor nearer than 7 feet to any rear property line. All residential buildings shall be of new construction, of at least 2/3 outside masonry, ("masonry" includes stucco), or masonry veneer construction, with a minimum of 1,200 square feet of ground floor area for any one story single family dwelling, a minimum of 1,500 square feet of ground floor area for a duplex,

and a minimum of 1,000 square feet of ground floor area for two-story single family dwellings. Open porches, garages, carports and patios shall not be considered as part of the ground floor area.

79-0549

H. No fence or hedge shall be erected on any lot which extends beyond the front of the dwelling erected thereon, and no fence or hedge shall be erected on any corner lot which extends beyond the front and no fence or hedge shall be erected which extends beyond the sides of the dwelling toward the street.

I. In no event shall any tract ever be re-subdivided or cut into a tract or tracts containing less than 10,000 square feet each. Only one duplex or single family dwelling shall be erected or placed on one tract. Any person owning two or more joining tracts may combine said tracts for building purposes.

J. Any detached structure, garage, fence, carport, or shed, (or additions to the first residence) must be of all new material and be of like construction and architectural design.

K. The construction of all residence buildings shall be completed as to its exterior within six months from the commencement of construction, delays caused by inclement weather excepted. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction.

L. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and behind improvements so that they are not readily visible from the street. Each tract shall be kept free and clean of weeds and all tall grass such as will be in keeping with the other property and development at any particular time.

M. Cars or other vehicles may not be stored on any tract, nor shall any car or vehicle that is not in running condition and not regularly used be allowed to remain on any tract for more than one week. No commercial repairing of motor vehicles shall be permitted on any tract.

N. The foregoing restrictions shall be binding on all persons owning any portion of the above described property until December 31, 1988, after which said date, said covenants shall be automatically extended for successive periods of ten years unless modifications or changes in writing signed by the owners of a maj-

ority of the acreage area are filed for record in the Office of the County Clerk of Travis County, Texas.

79-0550

O. If any person or persons shall violate or attempt to violate these covenants, conditions and restrictions, or any of them, any person or persons owning an interest or interests in any portion of the above described property, including a mortgage interest, may institute and prosecute proceedings at law or in equity against such violators or attempted violators, either to prevent or correct such violation, and to recover damages or other relief for such violation.

P. If any of the foregoing covenants, conditions and restrictions shall be invalidated by any judgment or other court order, the remaining covenants, conditions and restrictions shall not be affected thereby and they shall remain in full force and effect.

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 or the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

MAY 25 1973



Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

"EXHIBIT" PAGE THREE

4656 657

FILED
MAY 25 11 52 AM '73
Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§



AMEND
10 PGS

2005235019

Amendments to Deed Restrictions

This Agreement is made by and among the following owners of real property, being the Owners (hereinafter referred to as "**Owners**" and/or "**Parties**") of all that certain lot, tract or parcel of land, lying and being situated in Travis County, Texas, more particularly described in **Exhibit "A"** attached hereto and made a part hereof. Said 41.61 acres of land is further described in that one General Warranty Deed from Jeffrey Russell Ferguson to Glenway Terraces, Inc., a Texas corporation, recorded at Volume 4656, Page 651 of the Real Property Records of Travis County, Texas. Said Deed contains Deed Restrictions for the property described therein (said real property being cumulatively referred to hereinafter as the "**Subdivision.**")

RECITALS

WHEREAS, the lots in the Subdivision owned by the Parties are subject to Deed Restrictions filed at Volume 4656, Pages 655 - 657, of the Real Property Records of Travis County, Texas, and are hereinafter referred to as the "**Deed Restrictions**"; and

WHEREAS, said Deed Restrictions were imposed on the real property on or about May 24, 1973; and

WHEREAS, said Deed Restrictions specifically provide that the same remain in effect unless modifications or changes are made in writing, signed by the Owners of a majority of the acreage area, and filed for record in the office of the County Clerk of Travis County, Texas; and

WHEREAS, certain Owners of property in the Subdivision desire to change the Deed Restrictions imposed on the acreage; and

Amendments to Deed Restrictions

WHEREAS, all Owners of acreage in the Subdivision have been notified in writing of the desired changes in and to the Deed Restrictions; and

WHEREAS, the undersigned constitute Owners of a majority of the acreage area; and

WHEREAS, the undersigned have agreed to amend the Deed Restrictions and to specifically revise those Deed Restrictions as they apply to Lot 1, Glen-Ledge Park, Section 1-A and Lots Six (6) and Seven (7), Glen-Ledge Park, Section 2-A, which properties are more particularly described in **Exhibit "B"** attached hereto and made a part hereof; and

WHEREAS, Lot 1, Glen-Ledge Park, Section 1-A and Lots Six (6) and Seven (7), Glen-Ledge Park, Section 2-A, Revised shall hereinafter be referred to as the "**Commercial Lots**."

NOW, THEREFORE, the undersigned agree that the Deed Restrictions shall be amended as set forth herein.

General Amendment

To the extent any of the Deed Restrictions could be construed to limit the aforesaid **Commercial Lots** to residential use only, the same are hereby terminated.

Specific Amendments

The undersigned further agree that specific Deed Restrictions shall be amended as set forth hereinafter:

1. Restriction "C", found at Volume 4656, Page 655, of the Real Property Records of Travis County, Texas, is hereby amended to read as follows:

"C. No motor vehicle wrecking yard, body shop, junk yard, trailer park nor trailer sales, honky-tonk, liquor lounge, slaughterhouse, hide house, nor poultry produce house shall be maintained on or operated upon the above-described property. Liquor and beer may be sold thereon for off-premises consumption only; except when served in a restaurant whose business is principally dependent upon profits from providing hot meals.

Amendments to Deed Restrictions

2. Restriction "E", found at Volume 4656, Page 655, of the Real Property Records of Travis County, Texas, is hereby amended to read as follows:

"E. No poultry may be kept on the property for commercial purposes. Horses may be kept for family pleasure on the ratio on two horses per each five acre tract. Horses shall not be allowed to run at large, and must be kept corralled, except when in use. Any corrals and barns shall be constructed at the rear of any tract of land and shall be kept clean and unoffensive to the public.

3. Restriction "F", found at Volume 4656, Page 655, of the Real Property Records of Travis County, Texas, is hereby amended to read as follows:

"F. The property fronting Highway 290, to a depth of five hundred feet (500') may be used for commercial purposes. The **Commercial Lots** may also be used for commercial purposes. All of the remainder of the property described in Exhibit "A" shall be used for residential purposes only.

4. Restriction "N", found at Volume 4656, Page 656-657, of the Real Property Records of Travis County, Texas, is hereby amended to read as follows:

"N. The original Deed Restrictions and the Amendments thereto contained herein, shall run with the land and shall be binding on all persons owning any portion of the property described on Exhibit "A" attached hereto for a period of ten (10) years from the date hereof, after which said date, said covenants shall automatically be extended for successive periods of ten (10) years, unless modifications or changes in writing signed by the owners of a majority of the acreage area are filed for record in the Official Public Records of Travis County, Texas.

Full Force and Effect

Except as modified herein, all other restrictions set forth in Volume 4650, Pages 655-657 shall remain in full force and effect.

Effective Date

This Agreement shall become effective when signed by the owners of a majority of the acreage area and are filed for record in the Official Public Records of Travis County, Texas.

Amendments to Deed Restrictions

Entire Agreement

This Agreement contains the entire agreement between the Parties relating to its subject matter. Any oral representations or modifications concerning this instrument shall be of no force or effect. Any subsequent amendment or modification of this Agreement must be in writing and made in compliance with the original restrictions as amended herein.

Effective this 31st day of October, 2005

Amendments to Deed Restrictions

OWNER(S) OF:

Lot 1, Glen-Ledge Park, Section 1-A; and Lots Six (6) and Seven (7), Glen-Ledge Park, Section 2-A; Travis County, Texas, containing 13.063 acres of the subdivision.

Scott Cox
SCOTT COX

Charlene (Anderson) Cox
CHARLENE ANDERSON

Mailing address: 9304 Ledgestone Terrace, Austin, Texas 78737

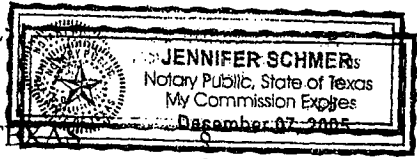
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Scott Cox, who is

known to me
 proved to me on the oath of _____
 proved to me through his Texas driver's license

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 expressed therein.

GIVEN under my hand and seal of office on this the 31st day of October 2005

SEAL 

Jennifer Schmer
NOTARY PUBLIC, STATE OF TEXAS


STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Charlene Anderson, who is

known to me
 proved to me on the oath of _____
 proved to me through her Texas driver's license

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration expressed therein.

GIVEN under my hand and seal of office on this the 31st day of October 2005

SEAL 

Jennifer Schmer
NOTARY PUBLIC, STATE OF TEXAS

Amendments to Deed Restrictions

OWNER(S) OF:

Lot 1, Glen-Ledge Park, Travis County, Texas, containing 5.000 acres of the subdivision.

[Signature]
ROBERT BLANKENSHIP

[Signature]
MEGHAN BLANKENSHIP

Mailing address: 6404 Convict Hill Road, Austin, Texas 78749

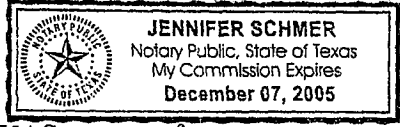
STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Robert Blankenship, who is

known to me
 proved to me on the oath of _____
 proved to me through his Texas driver's license

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 expressed therein.

GIVEN under my hand and seal of office on this the 28th day of October 2005

SEAL: 

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

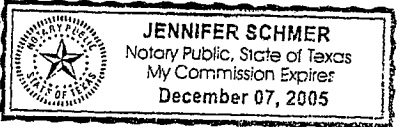
STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Meghan Blankenship, who is

known to me
 proved to me on the oath of _____
 proved to me through her Texas driver's license

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration expressed therein.

GIVEN under my hand and seal of office on this the 28th day of October 2005

SEAL: 

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Amendments to Deed Restrictions

OWNER(S) OF:

Lot 2, Glen-Ledge Park, Travis County, Texas, containing 2.2950 acres of the subdivision.

William C. Whatley
WILLIAM C. WHATLEY, Co-Trustee

Karen Whatley
KAREN WHATLEY, Co-Trustee

Mailing address: 2203 Big Horn Drive, Austin, Texas 78734

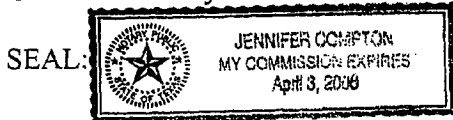
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared William C. Whatley, Co-Trustee of the William and Karen Whatley Living Trust, who is

known to me
 proved to me on the oath of _____
 proved to me through his Texas driver's license

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 expressed therein.

GIVEN under my hand and seal of office on this the 27 day of October 2005



Jennifer Compton
NOTARY PUBLIC, STATE OF TEXAS

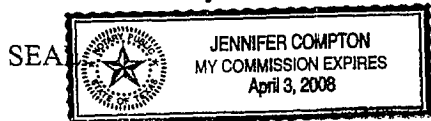
STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Karen Whatley, Co-Trustee of the William and Karen Whatley Living Trust, who is

known to me
 proved to me on the oath of _____
 proved to me through her Texas driver's license

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration expressed therein.

GIVEN under my hand and seal of office on this the 27th day of October 2005



Jennifer Compton
NOTARY PUBLIC, STATE OF TEXAS

Amendments to Deed Restrictions

OWNER(S) OF:

Lot 1, Glen-Ledge Park, Section 2-A, Travis County, Texas, containing 2.2070 acres of the subdivision.

Marvel K. Bolick
MARVEL K. BOLICK

Mailing address: 9600 Ledgestone Terrace, Austin, Texas 78737

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

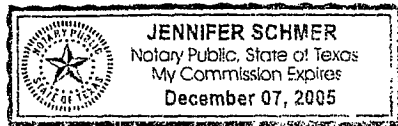
BEFORE ME, the undersigned Notary Public, on this day personally appeared Marvel K. Bolick, who is

_____ known to me
_____ proved to me on the oath of _____
 proved to me through his Texas driver's license

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 expressed therein.

GIVEN under my hand and seal of office on this the 31st day of October 2005

SEAL:



Jennifer Schmer
NOTARY PUBLIC, STATE OF TEXAS

Amendments to Deed Restrictions

Exhibit "A"
Amendments to Deed Restrictions

41.61 acres of land, being 41.12 acres out of the Johann Brandt Survey No. 77, and 0.49 of an acre out of the Mrs. J.S. Glasscock Survey, in Travis County, Texas, described by metes and bounds as follows:

Beginning at an iron pipe set at a fence corner post in the South right-of-way line of U.S., Highway 290, being the intersection of the East line of the Johann Brandt Survey No. 77, and the South line of said U.S. Highway 290 for the Northeast corner of this tract;

THENCE S 28° 39' W along the East line of the Johann Brandt Survey No. 77, distance of 1797.40 feet to an iron stake found in a rock mound at a fence corner for the Southeast corner of this tract and being also the Southeast corner of the Johann Brandt Survey No. 77 and the Northeast corner of Mrs. J.S. Glasscock Survey;

THENCE along an old fence forming an agreed boundary line between the Ferguson Tract and the Eitel Tract N 61° 23' W a distance of 313.0 feet to an iron stake; N 61° 36' W 95.37 feet; N 61° 27' W 913.02 feet to an iron stake; and N 61° 23' W 263.12 feet to an iron stake by a corner post for the Southwest corner of this Tract;

THENCE N 30° 00' E a distance of 504.83 feet to an iron stake found in the South boundary line of U.S. Highway 290 for the Northwest corner of this Tract;

THENCE along the South boundary line of U.S. Highway 290 N 79° 12' E 2038.68 feet to the PLACE OF BEGINNING; and being the same property conveyed by Russell G. Ferguson, et ux to Geoffrey Russell Ferguson by deed dated November 13, 1970, recorded in Volume 3952, Page 1, of Travis County Deed Records as surveyed by Forrest B. Scott. Registered Public Surveyor, May 3, 1973.

Exhibit "B"
Amendments to Deed Restrictions

Lot One (1), GLEN-LEDGE PARK, SECTION 1-A, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 82, Pages 75-76, Plat Records of Travis County, Texas, and Lots Six (6) and Seven (7), GLEN-LEDGE PARK SECTION 2-A, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 82, Pages 77-78, Plat Records of Travis County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Dec 21 02:35 PM 2005235019

HERRERAR \$52.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Ret.
Kiestler, Lockwood # Babbs
Cell w. 14th St.
Austin TX 78701

G:\CLIENTS\Re\Cox\ExhB.wpd

Glen-Ledge Park/Exhibit "B" to Amendments to Deed Restrictions

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