





- 5,100 sf warehouse, 2 units, 2,550 sf each
- Each unit has large entry, two offices, full kitchen and bathroom with ability to add shower
- Land 1.08 Acre
- 10 parking spaces available
- Close proximity to Barton Creek, Oak Hill, Bee Caves, Lost Creek, 12 miles to Downtown Austin

**CALL FOR MORE INFORMATION**





DOC. NO.

89018345

Zoning Case No. C14-85-288.138

51A  
FR

RESTRICTIVE COVENANT

FILM CODE

0000456952

Owner: Betty J. Oliver, Trustee

Owner's Address: 301 Eanes School Road  
Austin, Texas 78746

10:49 AM 3022

5.00 INDX  
2 2 03/07/89  
890183.45-DOC#  
7836.57-CHK#

Consideration: One and No/100 Dollars (\$1.00) and other good and valuable consideration paid by the City of Austin in hand to the Owner, the receipt and sufficiency of which is acknowledged.

Property: Block J, Mountain Shadows, a subdivision in Travis county, Texas, according to the map or plat thereof, recorded in Plat Book 25, Page 2 of the Plat Records of Travis County.

Owner of the Property, for the consideration, impresses the Property with these covenants and restrictions running with the land:

1. Maximum impervious coverage of the Property shall be 65 percent.

2. No development shall occur on slopes with a gradient of 15 percent or greater, and which have a vertical change in topography that exceeds 6 feet.

3. The Property shall be limited to a maximum of .20 to 1 floor to area ratio as defined by Section 1212 of Chapter 13-2A of the Austin City Code.

4. Development of the Property shall be in compliance with Sections 9-10-171 through 9-10-230 and Sections 13-3-401 through 13-3-475 of the Austin City Code, which regulate site development and subdivisions in the Williamson Creek Watershed.

5. If any person or entity 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 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.

6. If any part of this agreement or covenant shall be 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.

7. If at any time the City of Austin, its successors or assigns, 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.

8. 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) 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.

EXECUTED this the 10 day of January, 1989. 510

Betty J. Oliver  
Betty J. Oliver, Trustee

This instrument was acknowledged before me on this the 10th day of January, 1989 by Betty J. Oliver, Trustee.

Carole Ann Smith  
Notary Public, State of Texas

NOTARY SEAL

CAROLE ANN SMITH  
Notary's name (printed):

My commission expires: 3-31-89

288.138/2

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED in the Volume and Page of the General RECORDS of Travis County, Texas, on

MAR 7 1989

County of Travis  
L. A. Johnson  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED  
MAR 1989 -7 AM 9:02

After recording return to:  
CITY OF AUSTIN  
DEPT. OF LAW  
P. O. BOX 1088  
AUSTIN, TEXAS 78707-8828  
Attn: Betty Lewis



## FOR MORE INFORMATION:

Marcus J. Whitfield  
512.656.1622  
[marcus@thewhitfieldco.com](mailto:marcus@thewhitfieldco.com)

Gail M. Whitfield, CCIM  
512.422.4556  
[gail@thewhitfieldco.com](mailto:gail@thewhitfieldco.com)



The Broker is submitting the information contained herein in its capacity as an agent and representative of the owner. The information was obtained from services believed reliable; however, The Whitfield Co. makes no guarantees or warranties express or implies, as to the accuracy of the information contained herein.

All information submitted is subject to change without notice as regards price, terms or availability. The Broker has conducted no environmental investigation of the property and makes no representations regarding the environmental status of the property. The Broker STRONGLY encourages that an independent environmental examination be conducted, by representatives of the buyer, of any property purchased. Additionally, the Broker makes no representation as to the value of this possible investment, and the broker urges that you consult your business, tax and legal advisers before making a final determination.