

FILM CODE  
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218  
A8

**RESTRICTIVE COVENANT**

THE STATE OF TEXAS       §  
  §  
  §  
COUNTY OF TRAVIS       §

10:36 AM 0565       1 1 15.00 INDX  
  02/15/94  
10:46 AM 0565       1 1 5.00 RECM  
  02/15/94  
10:49 AM 0565       1 1 1.00 SEC  
  02/15/94  
  12.84-CHK

WHEREAS, Bluebonnet Plaza, Ltd. acting herein by and through Sarah Seline, President of Home Ground Corporation, the general partner of Bluebonnet Plaza, Ltd., a Texas limited partnership, of Travis County, State of Texas ("Owner"), is the owner of the following described property located in Travis County, Texas, to-wit:

0.689 acre (30,007 sq. ft.) tract of land out of the T.J. Chambers Eight League Grant in Travis County, Texas, being more particularly described in Exhibit "A" attached hereto (herein referred to as the "Property").

WHEREAS, the City of Austin and Owner have agreed that the Property should be impressed with certain covenants and restrictions running with the Property and desire to set forth such agreement in writing;

WHEREAS, the following covenants and restrictions are created and restrictions as covenants running with the Property for the benefit of Owner, its successors and assigns, for the purpose of establishing a conservation area in which the Property will be left in its natural state;

NOW THEREFORE, Owner, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, does hereby agree with respect to its right, title and interest of in the Property, such agreement to be deemed and considered as a covenant with the Property, and which shall be binding on it, its successors and assigns, as follows, to wit:

1. Conservation Easement. The Property shall be left in its natural state with no construction to be placed upon the Property other than as provided herein and which may be allowed by the ordinances of the City of Austin. The Property shall be deemed a "conservation easement" for the benefit of the City of Austin.

2. Restriction on Construction of Improvements. Except as provided in Paragraphs 3 and 4 below, the Property shall be left in its natural and wild state; no dumping or filling shall be allowed; no permanent structures and no impervious cover shall be constructed thereon, except for improvements necessary to construct nature trails, natural walkways, low density uncovered picnic settings and fences for game management. There shall be no cutting or removal of trees and shrubs except as necessary to construct the permitted improvements mentioned above. Only native grasses shall be planted in mowed areas. No more than ten percent (10%) of the entire Property may be mowed.

3. Restriction on Temporary Structures. No temporary buildings, structures or trailers shall be erected or placed upon the Property at any time except those necessary for actual construction of improvements permitted pursuant to the terms hereof, and any such construction buildings shall be promptly removed within thirty (30) days of the completion of any such improvements.

4. Easement. Notwithstanding the terms hereof, Owner, its successors and assigns shall have the right to make use of the Property herein described pursuant to an easement herein retained for the construction, operation, maintenance, replacement, upgrade, repair of a storm water drainage system to consist of an open drainage and/or enclosed storm sewer pipe or structure or improvements and an easement herein retained for the construction, operation, maintenance, replacement, upgrade and repair of public utilities in, upon and across the Property. In addition, Owner, its successors and assigns, shall have the right to construct a wastewater service line connection within the Property.

5. Enforcement. Enforcement of this restrictive covenant may be made by Owners, its successors and assigns, and by the City of Austin, a municipal corporation, by proceedings at law or in equity against any persons violating or attempting to violate the same, whether the relief sought is an injunction or recovery of damages, or both, but failure by Owners, its successors and assigns, or the City of Austin, to enforce any covenant, condition or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The rights of Owners, herein shall be transferable by Owner to a person or entity which succeeds to Owners's rights as developer of the Property, and it shall be conclusive proof of such transfer if Owner (or any subsequent transferee of Owner's rights hereunder) shall execute, acknowledge and record a conveyance of said person or entity's right in the Deed Records of Travis County, Texas. In such event, such transferee shall have the right to enforce this restrictive covenant as if such person were named as Owner herein. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party.

6. Amendment. This covenant may be modified, amended or terminated only by the joint action of both (a) the City attorney, and (b) by the owner(s) of the Property at the time of such modification, amendment or termination.

7. Binding Effect and Duration. This restrictive covenant shall run with and bind the Property and shall inure to the benefit of and be enforceable by Owners, its successors and assigns, and by the City of Austin for a period of ninety-nine (99) years from the date that this instrument is recorded in the Deed Records of Travis County, Texas. If any part or provision of this restrictive covenant shall be declared invalid by judgement or a court order, the same shall in no way affect any of the other provisions of this restrictive covenant, and such remaining portion shall remain in full force and effect.

IN WITNESS THEREOF, Owner has caused this instrument to be executed on this 21st day of DECEMBER, 1993.

OWNER:

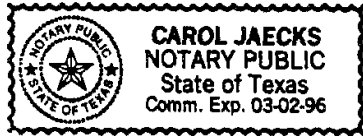
Bluebonnet Plaza, Ltd., a Texas limited partnership

By: Home Ground Corporation, a Texas corporation, its General Partner

By: *Sarah Seline*  
Sarah Seline  
President

THE STATE OF TEXAS       §  
  §  
COUNTY OF                   §

This instrument was acknowledged before me this 21st day of Dec, 1993, by Sarah Seline, President of Home Ground Corporation, a Texas corporation, General Partner of Bluebonnet Plaza, Ltd., a Texas limited partnership, on behalf of said partnership.



*Carol Jaecks*  
Notary Public, State of Texas

Printed Name: Carol Jaecks

Commission Expires: 3-2-96

f:RESTRICT.COV\pjv\lrbjzm\490-03.30

EXHIBIT A

0.689 ACRES  
MESA VALLEY SUBDIVISION  
CONSERVATION EASEMENT

FN NO. 93-106 (JTB)  
BPI JOB NO. 490-03.00  
JUNE 1, 1993

DESCRIPTION

OF A 0.689 ACRE TRACT OR PARCEL OF LAND OUT OF THE T.J. CHAMBERS GRANT SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK "N", NORTHWEST HILLS LAKEVIEW V-B, A SUBDIVISION OF RECORD IN BOOK 84, PAGES 134D-135A OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 2 BEING CONVEYED TO BLUEBONNET PLAZA, LTD. BY DEED OF RECORD IN VOLUME 11752, PAGE 1006 OF THE REAL PROPERTY RECORDS OF SAID COUNTY; SAID 0.689 ACRE TRACT BEING ALSO OUT OF AND A PORTION OF PROPOSED MESA VALLEY SUBDIVISION, A SUBDIVISION NOT YET OF RECORD, WITH CITY OF AUSTIN SUBDIVISION CASE NO. C8-92-0044.1A; THE SAID 0.689 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set for the southernmost corner of said Lot 2, Block "N", being in the easterly line of Lot 3, Block "N" of said Northwest Hills Lakeview V-B and from which a 1/2 inch iron rod found in the existing northerly right-of-way line of R.M. 2222 (R.O.W. varies) bears, S00°36'16"W, a distance of 33.30 feet;

THENCE, along the common line of said Lots 2 and 3, Block "N", Northwest Hills Lakeview V-B, the following four (4) courses and distances:

- 1) N17°19'54"W, a distance of 92.63 feet to a 1/2 inch iron rod set for an angle point;
- 2) N22°20'11"W, a distance of 180.00 feet to a 1/2 inch iron rod set for an angle point;
- 3) N04°37'11"W, a distance of 130.00 feet to a 1/2 inch iron rod set for an angle point;
- 4) N17°23'11"W, a distance of 40.00 feet to a point for the northwesterly corner hereof;

THENCE, leaving said common line, over and across said Lot 2, Block "N", the following three (3) courses and distances:

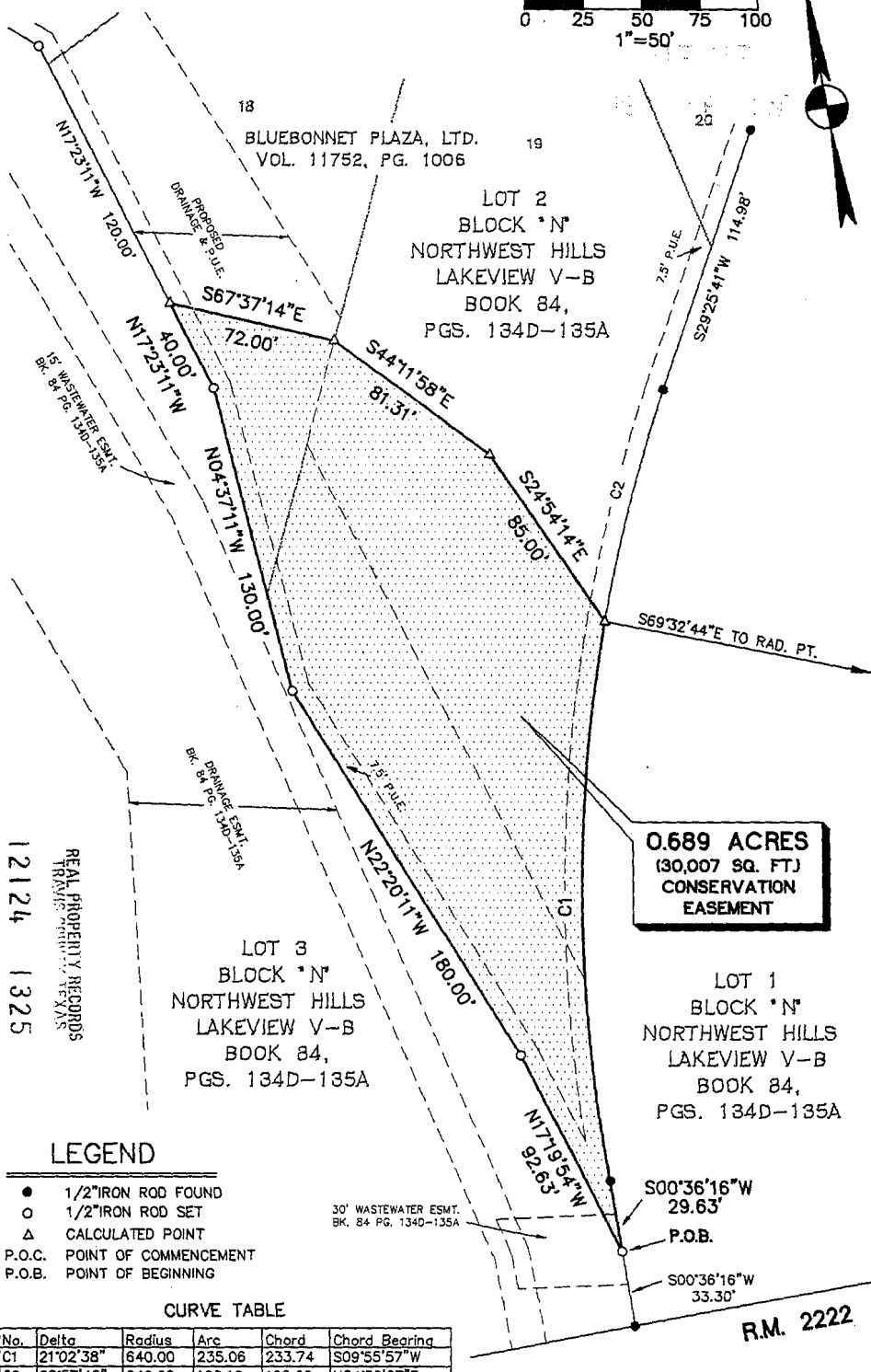
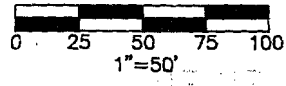
- 1) S67°37'14"E, a distance of 72.00 feet to an angle point being in the common line of proposed Lots 18 and 19 of said Mesa Valley Subdivision;
- 2) S44°11'58"E, a distance of 81.31 feet to an angle point;
- 3) S24°54'14"E, a distance of 85.00 feet to a point in the curving easterly line of said Lot 2, Block "N", Northwest Hills Lakeview V-B, being the westerly line of Lot 1, Block "N" of said Northwest Hills Lakeview V-B;

THENCE, along the common line of said Lots 1 and 2, being a non-tangent curve to the left (of which the radius point bears S69°32'44"E) having a radius of 640.00 feet, a central angle of 21°02'38", a chord distance of 233.74 feet (chord bears S09°55'57"W) an arc length of 235.06 feet to a 1/2 inch iron rod found at the point of tangency;

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12124 1323





**0.689 ACRES**  
 (30,007 SQ. FT.)  
**CONSERVATION EASEMENT**

12124 1325  
 REAL PROPERTY RECORDS  
 TRAVIS COUNTY, TEXAS

**LEGEND**

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

**CURVE TABLE**

No.	Delta	Radius	Arc	Chord	Chord Bearing
C1	21°02'38"	640.00	235.06	233.74	S09°55'57"W
C2	08°57'42"	640.00	100.10	100.00	N24°56'07"E

**Bury+Pittman**  
 Consulting Engineers and Surveyors  
 Austin, Texas Tel 512/328-0011 Fax 512/328-0226

**SKETCH TO ACCOMPANY DESCRIPTION**  
 OF A 0.689 ACRE (30,007 SQ. FT.)  
 CONSERVATION EASEMENT OUT OF LOT 2, BLOCK "N",  
 NORTHWEST HILLS LAKEVIEW V-B, A SUBDIVISION  
 OF RECORD IN BK. 85, PGS. 134D-135A OF THE  
 PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

**BLUEBONNET PLAZA, LTD.**

**FILED**

**FEB 15 9 30 AM '94**

**DANA DEBEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS**

**COUNTY OF TEXAS**      **COUNTY OF TEXAS**  
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  
public RECORDS of Travis County, Texas, on

**FEB 15 1994**



*Dana Debeauvoir*  
**COUNTY CLERK  
TRAVIS COUNTY, TEXAS**

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.

**REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS**

**12124    1326**