

RESTRICTIVE COVENANT

THE STATE OF TEXAS §
COUNTY OF TRAVIS DEC 10-8 1952 * 9.00 2-74-5649

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WHEREAS, LARRY PEEL, of Travis County, Texas, is the owner of the real property

Known as Lot 1, Neely Canyon, a Subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Volume 81, Pages 359 Records of Travis County AND 360

WHEREAS, the City of Austin and Larry Peel have agreed

that a portion of the above described property described hereinafter as the "Restricted Area" should be impressed with certain covenants and restrictions running with the land to ensure the "Restricted Area" shall remain in its most natural state and desire to set forth such agreement in writing;

NOW THEREFORE, Larry Peel, for and in consideration of One and No/100 (\$1.00) 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 him, his successors and assigns, as follows, to-wit:

RESTRICTIONS:

1.

- a. No use or occupation other than the hereinafter permitted use shall hereafter be established or maintained upon or within the Restricted Area, except, if necessary, discharge from a swimming pool.
- b. No dump of ashes, trash, rubbish, sawdust, garbage or offal, or any other unsightly or offensive material shall hereafter be placed upon the Restricted Area.
- c. No depositing, dumping or abandoning of any landfill or solid wastes, or liquid refuse wastes shall hereafter be placed upon the Restricted Area, except for liquid waste from the swimming pool discharge, which swimming pool discharge will not have a negative effect on the flora and cause harmful soil erosion.
- d. No signs, billboards, outdoor advertising structures or advertisements of any kind shall hereafter be erected, displayed, placed or maintained upon or within the Restricted Area.

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- e. No trees or shrubs shall be destroyed, cut or removed from the Restricted Area, except as may required for reasons of safety, sanitation and disease control, or as prescribed by written permit from the office of Environmental Resource Management.
- f. No pathways, trails, private roads, driveways or parking lots or other impervious areas of any kind or character shall be constructed within the Restricted Area.
- g. No quarrying, excavation or removal of rock, minerals, gravel, sand, topsoil or other material from the Restricted Area, except as such excavation-cutting, filling and grading-is required to maintain the adjacent lands in their current stable condition.
- h. No construction of buildings, structures, fences, tables, shelters or works within the Restricted Area.
- i. No vehicular traffic of any kind, with or without power, including bicycles of any type or form within the Restricted Area.
- j. The Neely Canyon Home Owners Association (in formation) or its successors, will be responsible to remove at least annually any unsightly rubbish or materials and will be responsible to initiate any legal action against others identified of dumping such materials within the Restricted Area.

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2. PERMITTED USE OR OCCUPATION OF RESTRICTED AREA

- a. Installation of sanitary or storm sewers or water lines.
- b. Entry upon the land to inspect for violation of the provisions of this easement and remove or eliminate any unauthorized junk, refuse or construction therein and to perform such restoration as may be deemed necessary by the City of Austin Engineering Department to restore the land to the condition it was in before said violation.
- c. This easement does not grant the public the right to enter upon the Restricted Area for any purpose.
- d. It is agreed and understood that Grantor, its successors and assigns, shall be permitted to use the above described land encumbered by said Non-Development Easement for all purposes, present and future, not inconsistent with said grant, including specifically the right to use said land for the purposes of meeting front, side and rear yard density, and minimum lot area requirements of relevant municipal zoning or subdivision ordinances.

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3. DEFINITION

The "Restricted Area" is that portion of the described tract constituting the area not intended for development and to remain in its natural state. The "Restricted Area" is to begin fifteen feet (15) from the furtherest point of any permanent structure in the area intended for development.

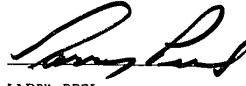
In addition, Owner, his successors or assigns, may clear underbrush in the "Restricted Area" up to thirty feet (30) from the furthest point of any permanent structure in the area intended for development.

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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.
5. If any part or provision 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 action of 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.

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EXECUTED, this 9 day of November 1981.


LARRY PEEL

