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Zoning Case No. C14-06-0085SH

RESTRICTIVE COVENANT

OWNER: Lennar Buffington Zachary Scott L.P., a Texas limited partnership

ADDRESS: 12301 Research Blvd., Bldg. 4, Suite 100, Austin, Texas 78759

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: A 189.012 acre tract of land, more or less, out of the Santiago Del Valle Grant, in Travis County, Texas, and being a part of Tract 1, the tract of land being more particularly described by metes and bounds in Exhibit A, attached and incorporated into this covenant.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. A site plan or building permit for the Property may not be approved, released, or issued, if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds the total traffic generation for the Property as specified in that certain Traffic Impact Analysis ("TIA") prepared by Robert J. Halls and Associates, dated October 2006, or as amended and approved by the Director of the Watershed Protection and Development Review Department. All development on the Property is subject to the recommendations contained in the memorandum from the Transportation Review Section of the Watershed Protection and Development Review Department, dated January 3, 2007. The TIA shall be kept on file at the Watershed Protection and Development Review Department.
2. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin 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.
3. If any part of this agreement or covenant is 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.
4. If at any time the City of Austin 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.

3-1-07
#58

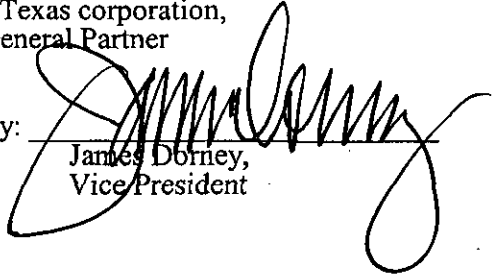
5. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin; and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the 28th day of FEBRUARY, 2007.

OWNER:

**Lennar Buffington Zachary Scott L.P.,
a Texas limited partnership**

By: Lennar Texas Holding Company,
a Texas corporation,
General Partner

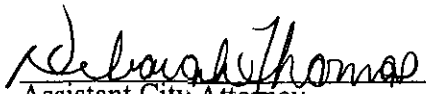
By: 
James Dorney,
Vice President

AND

By: Buffington Zachary Scott Management,
L.L.C.,
a Texas limited liability company
General Partner

By: 
Patrick J. Starley,
Vice President

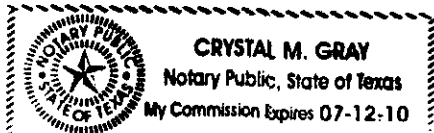
APPROVED AS TO FORM:


Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 28th day of FEBRUARY, 2007, by James Dorney, Vice President of Lennar Texas Holding Company, a Texas corporation, general partner of Lennar Buffington Zachary Scott L.P., a Texas limited partnership, on behalf of the corporation and the partnership.

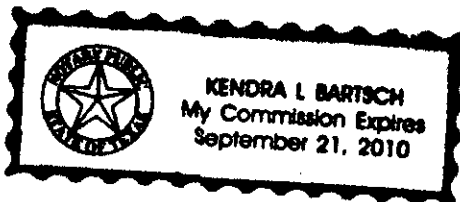


Crystal M. Gray
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 27th day of February, 2007, by Patrick J. Starley, Vice President of Buffington Zachary Scott Management L.L.C., a Texas limited liability company, general partner of Lennar Buffington Zachary Scott L.P., a Texas limited partnership, on behalf of the limited liability company and the partnership.



K. Bartsch
Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767
Attention: Diana Minter, Paralegal

FIELD NOTE DESCRIPTION FOR TRACT 1, A 189.012 ACRE TRACT OF LAND:

BEING A TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE SANTIAGO DEL VALLE GRANT, AND BEING A PART OF TRACT 1 AS DESCRIBED IN A SPECIAL WARRANTY DEED TO LENNAR BUFFINGTON ZACHARY SCOTT, L.P. FROM THE FROST NATIONAL BANK, TRUSTEE OF THE Z.T. SCOTT, JR., ET TRUST UNDER TO WILL OF Z.T. SCOTT, DECEASED, ET AL, DATED SEPTEMBER 3, 2004, AND RECORDED IN DOCUMENT NO. 2004186026, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the southeast right-of-way line of Bradshaw Road, for the north corner of said Tract 1, for the West corner of that certain tract of land as described in a deed to Dawn E. and Eldon W. Janssen, recorded in Document No. 2000193206, of the Official Public Records of Travis County, Texas, and for the North corner of this tract;

THENCE with the west line of the said Janssen tract, the west line of that certain tract of land as described in a deed to Nelda Short, recorded in Volume 9525, Page 378, of the Real Property Records of Travis County, Texas, the west line of the Salrich Addition, recorded in Volume 48, Page 54, of the Plat Records of Travis County, Texas, and the west line of the Adams Addition, recorded in Volume 49, Page 94, of the Plat Records of Travis County, Texas, South $32^{\circ}30'07''$ East, a distance of 693.47 feet to a point, for the Southwest corner of the said Adams Addition, for an angle corner of said Tract 1, and for an angle corner of this tract;

THENCE with the south line of the said Adams Addition, common to said Tract 1, North $58^{\circ}28'35''$ East, a distance of 569.89 feet to a point in the west line of the Austin Lockhart Road, for an angle corner of said Tract 1, and for an angle corner of this tract;

THENCE with the west line of the said Austin Lockhart Road, common to said Tract 1, the following two (2) courses:

1. South $36^{\circ}35'06''$ East, a distance of 373.47 feet to a point, for an angle corner of this tract;
2. South $36^{\circ}56'37''$ East, a distance of 872.11 feet to a point, for the Northwest corner of that certain tract of land as described in a deed to the Bradsher Family Trust and H. Goodnight Family Trust, et al, recorded in Volume 12049, Page 1677, of the Real Property Records of Travis County, Texas, for the Northeast corner of said Tract 1, and for the Northeast corner of this tract;

EXHIBIT A

THENCE with the west line of the said Bradsher/Goodnight tract, and the east line of said Tract 1, the following two (2) courses:

1. South 31°10'19" West, a distance of 2,528.19 feet to a point, for an angle corner of this tract;
2. South 31°29'49" West, a distance of 1,298.04 feet to a point, for the Southwest corner of the said Bradsher/Goodnight tract, for an angle corner of that certain tract of and as described in a Warranty Deed to Legend's Way Development Company from Williamson Creek Farms, Ltd., dated July 1, 1999, and recorded in Document No. 2001174967, of the Official Public Records of Travis County, Texas, for an angle corner of said Tract 1, and for an angle corner of this tract;

THENCE continuing with the east line of said Tract 1, common to the said Legend's Way tract, South 53°43'52" West, a distance of 272.22 feet to a point, for the Southeast corner of said Tract 1, and of for the Southeast corner of this tract;

THENCE with the south line of said Tract 1, common to the said Legend's Way tract, the following five (5) courses:

1. North 46°46'08" West, a distance of 1,303.59 feet to a point, for an angle corner of this tract;
2. North 19°53'54" East, a distance of 53.60 feet to a point, for an angle corner of this tract;
3. North 55°55'54" West, a distance of 150.00 feet to a point, for an angle corner of this tract;
4. North 22°28'58" East, a distance of 111.11 feet to a point, for an angle corner of this tract;
5. North 66°48'18" East, a distance of 47.22 feet to a point in the approximate centerline of Rinard Creek, for an angle corner of this tract;

THENCE continuing with the south line of said Tract 1, common to the said Legend's Way tract, and with the approximate centerline of said Rinard Creek, the following nine (9) courses:

1. North 09°52'11" West, a distance of 154.78 feet to a point, for an angle corner of this tract;

2. North 05°09'32" West, a distance of 232.85 feet to a point, for an angle corner of this tract;
3. North 21°28'58" West, a distance of 77.47 feet to a point, for an angle corner of this tract;
4. North 07°31'19" East, a distance of 76.58 feet to a point, for an angle corner of this tract;
5. North 04°18'10" West, a distance of 361.03 feet to a point, for an angle corner of this tract;
6. North 21°35'26" West, a distance of 41.40 feet to a point, for an angle corner of this tract;
7. North 28°07'07" West, a distance of 59.00 feet to a point, for an angle corner of this tract;
8. North 36°36'03" West, a distance of 40.42 feet to a point, for an angle corner of this tract;
9. North 46°22'24" West, a distance of 165.49 feet to a point in the east right-of-way line of said Bradshaw Road, for the Southwest corner of said Tract 1, for the Northwest corner of the said Legend's Way tract, and for the Southwest corner of this tract;

THENCE with the east right-of-way line of said Bradshaw Road, the following two (2) courses:

1. North 23°31'05" East, a distance of 1,309.83 feet to a point at the beginning of a curve to the right;
2. Along said curve to the right an arc length of 112.27 feet, having a radius of 921.91 feet, a delta angle of 06°58'40", a chord bearing of North 27°13'49" East, and a chord distance of 112.20 feet to a point, for the Southwest corner of Zachary Scott, Section 1, a subdivision recorded in Document No. 200500260, of the Official Public Records of Travis County, Texas, and for an angle corner of this tract;

THENCE with the south line of said Zachary Scott, Section 1, the following seven (7) courses:

1. South 73°43'07" East, a distance of 165.52 feet to a point, for an angle corner of this tract;

2. South 03°00'20" West, a distance of 242.74 feet to a point, for an angle corner of this tract;
3. South 86°59'40" East, a distance of 54.00 feet to a point, for an angle corner of this tract;
4. South 03°00'20" West, a distance of 139.28 feet to a point, for an angle corner of this tract;
5. South 58°44'50" East, a distance of 627.26 feet to a point, for an angle corner of this tract;
6. North 31°15'10" East, a distance of 280.00 feet to a point, for an angle corner of this tract;
7. South 58°44'50" East, a distance of 305.00 feet to a point, for the Southeast corner of said Zachary Scott, Section 1, and for an angle corner of this tract;

THENCE with the east line of said Zachary Scott, Section 1, the following three (3) courses:

1. North 31°15'10" East, a distance of 390.00 feet to a point, for an angle corner of this tract;
2. South 58°44'50" East, a distance of 15.00 feet to a point, for an angle corner of this tract;
3. North 31°15'10" East, a distance of 155.00 feet to a point, for the Northeast corner of said Zachary Scott, Section 1, and for an angle corner of this tract;

THENCE with the north line of said Zachary Scott, Section 1, the following fourteen (14) courses:

1. North 58°44'50" West, a distance of 287.50 feet to a point, for an angle corner of this tract;
2. North 31°15'10" East, a distance of 15.00 feet to a point, for an angle corner of this tract;
3. North 58°44'50" West, a distance of 162.50 feet to a point, for an angle corner of this tract;
4. North 31°15'10" East, a distance of 2.50 feet to a point, for an angle corner of this tract;

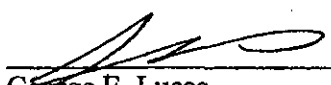
5. North $58^{\circ}44'50''$ West, a distance of 183.50 feet to a point, for an angle corner of this tract;
6. North $57^{\circ}17'45''$ West, a distance of 44.51 feet to a point, for an angle corner of this tract;
7. North $53^{\circ}56'30''$ West, a distance of 37.92 feet to a point, for an angle corner of this tract;
8. North $45^{\circ}48'59''$ West, a distance of 35.68 feet to a point, for an angle corner of this tract;
9. North $35^{\circ}52'24''$ West, a distance of 80.68 feet to a point, for an angle corner of this tract;
10. North $32^{\circ}30'07''$ West, a distance of 183.50 feet to a point, for an angle corner of this tract;
11. South $57^{\circ}29'53''$ West, a distance of 17.50 feet to a point, for an angle corner of this tract;
12. North $32^{\circ}30'07''$ West, a distance of 165.00 feet to a point, for an angle corner of this tract;
13. South $57^{\circ}29'53''$ West, a distance of 55.39 feet to a point, for an angle corner of this tract;
14. North $32^{\circ}30'07''$ West, a distance of 112.09 feet to a point in the east line of said Bradshaw Road and in a curve to the right, for the Northwest corner of said Zachary Scott, Section 1, and for an angle corner of this tract;

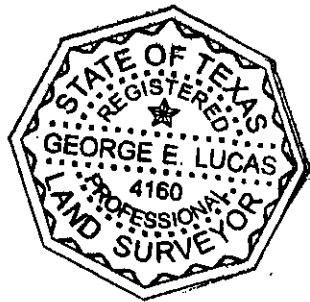
THENCE with the east right-of-way line of said Bradshaw Road, the following two (2) courses:

1. Along said curve to the right an arc length of 127.02 feet, having a radius of 544.87 feet, a delta angle of $13^{\circ}21'26''$, a chord bearing of North $51^{\circ}54'55''$ East, and a chord distance of 126.74 feet to a point;

2. North 58°35'38" East, a distance of 854.02 feet to the POINT OF BEGINNING, containing 189.012 acres of land, more or less.

These field notes were prepared from existing deeds and plats of record and does not purport to be an on the ground survey.


George E. Lucas
Registered Professional
Land Surveyor No. 4160
State of Texas
Date: March 06, 2006



Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



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DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS