

FILED ORIGINAL
FOR RECORD

copy

RESTRICTIVE COVENANT

OWNER: McDuff Family Limited Partnership, a Texas limited partnership
ADDRESS: 1513 Mohle Drive, Austin, Texas 78703
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: Lot 3, Morgan Subdivision, a subdivision in the City of Austin, Travis County, according to the plat or map of record in Plat Book 84, Pages 191B-191C, in the Official Records of Travis County, Texas.

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 successors and assigns.

1. Owner agrees to reserve 55 feet of right-of-way from the center line of State Highway 71 for future right-of-way, under Sections 25-6-51 through 25-6-54 in Chapter 25-6 of the City Code. A building or structure may not be erected nor may improvements be made within the reserved right-of-way as determined by the Watershed Protection and Development Review Department, except as otherwise authorized by the City of Austin.
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.
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.

3-22-07
#61

EXECUTED this the 9th day of March, 2007.

OWNER:

**McDuff Family Limited Partnership,
a Texas limited partnership**

By: Kenosee Partners, L.P.,
a Texas limited partnership
its General Partner

By: Devin Management, L.L.C.,
a Texas limited liability company
its General Partner

By: Jeanne E. Loar, Manager
Jeanne E. Loar,
Manager

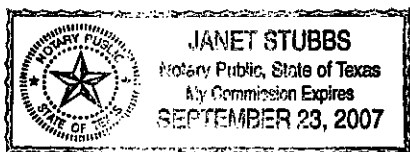
APPROVED AS TO FORM:

William Thomas
Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 9th day of MARCH, 2007, by Jeanne E. Loar, Manager of Devin Management, L.L.C., a Texas limited liability company, General Partner of Kenosee Partners, L.P., a Texas limited partnership, General Partner of McDuff Family Limited Partnership, on behalf of the company and the partnerships.



Janet Stubbs
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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Mar 28 03:14 PM 2007055187

BENAVIDESV \$24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS